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PFF COUNTERPROPOSAL #2- 7/8/19

## ARTICLE 9 - LEAVES

- 9.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable statutes/regulations. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code or other applicable statutes/regulations, only the minimum leave requirements are granted.
- 9.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

All employees may be required to submit verifications for their absences. However, employees who are absent due to illness or injury for five (5) consecutive work days or fewer will not be required to submit verifications for their absences unless the District has reasonable belief that the employees are not ill or injured. All verifications of leaves may be initially accomplished by the Dean or other management employee directly responsible for the employee, or that individual's designee, but only the Superintendent/President or designee has the authority of the District to approve verification of leaves or make final decisions on verification of leaves. The District has retained the authority to prepare, disseminate and require compliance with leave forms as long as they do not violate the provisions of this Article. The District has retained the authority to adopt and revise verification procedures to implement the provisions of this Article as long as they do not violate the provisions of this Article.

### 9.3 Sick Leave (Education Code §87781)

- 9.3.1 Each academic year, every faculty member employed five (5) days a week by the District and ten (10) months per year (full-time) shall be entitled to ten (10) days leave of absence for illness or injury. Every faculty member employed five (5) days a week by the District and eleven (11) months per year (full-time) shall be entitled to eleven (11) days leave of absence for illness or injury. The entitlement to ten (10) or eleven (11) days, respectively, shall be considered as fully accrued on the first day the faculty member is required to report for duty for the academic year.

Whenever a full-time faculty member is absent during the regular school year due to illness or injury, the faculty member's accumulated sick leave shall be charged a proportional amount of sick leave depending on the faculty member's teaching load on the day of the reported absence. In the event an absence continues past the fourth consecutive assigned teaching day, sick leave shall be charged, from that point

forward, for five days each week of that absence, excluding District holidays.

- 9.3.2 A faculty member employed for fewer than five (5) days a week and/or fewer than ten (10) months per year (part-time) shall be entitled to a proportional amount of leave of absence for illness or injury. Pay for any day of such absence shall be the same as the pay which would have been received had the faculty member served that day. Part-time (adjunct) faculty members shall be credited 0.056 ~~.062~~ hours of sick leave for each hour of service scheduled. Effective with new tenure track appointments beginning July 1, 2015, Palomar College part-time faculty who become contract faculty shall have their Palomar College part-time accrued sick leave balance converted to full-time sick leave on the effective date of the first contract. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.
- 9.3.3 Credit for leave of absence need not be accrued prior to taking such leave by the faculty member and such leave of absence may be taken at any time during the school year. If such faculty member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.
- 9.3.4 Part-Time/Overload Faculty Sick Leave

Separate sick leave accounts are established in the Human Resource Services administration system for overload and part-time faculty. ~~who teach during the regular academic year and during summer session.~~

9.3.4.1 Part-Time Faculty Sick Leave

Sick leave is accrued after each payroll period at the rate of .056 ~~.062~~ hours for each hour paid. ~~and is tracked in two separate accounts, one for the regular academic year and one for summer.~~ The respective sick leave balance is printed on employees' pay warrants (~~academic year or summer~~) each month.

9.3.4.2 Overload Faculty Sick Leave

Overload sick leave is accrued after each payroll period at the rate of .056 ~~.062~~ hours for each hour paid and is tracked in two separate accounts, one for the regular academic year and one for summer. The respective sick leave balance is printed on employees' pay warrants (academic year or summer) each month. Upon retirement of full-time faculty, overload sick leave will be converted to full-time sick leave up to the maximum full-time sick leave days allowable by

STRS. Conversion shall be made on the basis of 6 overload sick leave hours = 1 full-time sick leave day. Any remaining overload sick leave shall not be reported to CalSTRS as excess sick leave, and shall be available for, and can only be used by, retired Palomar College faculty teaching part-time assignments at Palomar College. The parties agree there shall be no additional cost to the District as a result of this subsection. In the event full-time faculty use up their full-time leave, they will be able to access their part-time sick leave. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.

9.4 Extended Sick Leave (Education Code §87786) – Fifty Percent (50%) Rule

9.4.1 During each school year, when a faculty member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account 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 employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.

9.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any faculty member employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the faculty member employed less than five (5) days per week is entitled. A faculty member shall not be provided more than one (1) five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the faculty member may take the balance of the five-month period in a subsequent school year.

9.5 Pregnancy Disability Leave (Education Code §87766)

9.5.1 A faculty member may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member and the faculty member's physician.

9.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health

or temporary disability insurance or sick leave.

- 9.5.3 This provision shall be construed as requiring the District to grant leave with pay or without pay, depending on employee's available accrued paid leave only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.
- 9.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

9.6 Industrial Accident and Illness Leave (Education Code §87787)

The District specifically limits its liability to the minimum requirements mandated by Education Code §87787.

- 9.6.1 Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.
- 9.6.2 Allowable leave shall not be accumulative from year to year.
- 9.6.3 Industrial accident or illness leave will commence on the first day of absence.
- 9.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wages for the day.
- 9.6.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 9.6.6 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, for the same illness or injury.
- 9.6.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers' compensation, the employee shall be entitled to use only so much of the accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

9.6.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

9.7 Personal Necessity Leave (Education Code §87784)

9.7.1 An academic employee may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per school year.

For purposes of this provision, "personal necessity" ~~occurs when~~ is defined as matters of compelling personal importance or personal business.:

~~9.7.1.1 Death or serious illness of a member of the employee's immediate family.~~

~~9.7.1.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.~~

~~9.7.1.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.~~

~~9.7.1.4 Observance of a religious holiday.~~

~~9.7.1.5 Matters of compelling personal importance or personal business as defined below.~~

~~9.7.1.5.1 The term "personal business" includes attendance at activities such as graduation ceremonies and weddings of members of the immediate family, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training activities, to be absent from any mandatory meeting or conference, or to engage in any concerted activity against the District.~~

9.7.1.5.2 When circumstances reasonably permit, the faculty member must give five (5) business days prior notice to the Dean or other management

employee directly responsible for the faculty member. ~~The faculty member must state the specific reason for the personal business leave.~~

9.7.2 Probationary and tenured faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator, without loss of pay, for a period of not more than two (2) hours, not to exceed four (4) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance. Part-time faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator without loss of pay, for a period of not more than two (2) hours, not to exceed two (2) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance.

#### 9.8 Labor Code §233 Leave

9.8.1 Pursuant to Labor Code §233, an employee may use no more than six (6) days in any calendar year of accumulated sick leave to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions for use of sick leave by the employee shall apply.

#### 9.9 Bereavement Leave (Education Code §87788).

9.9.1 Each academic employee is entitled to a leave of absence, not to exceed five (5) days on account of death of any member of any employee's immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from other leaves.

9.9.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

#### 9.10 Jury Duty Leave (Education Code §87035)

9.10.1 Each academic employee with assigned load shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law, and the employee, while serving on jury duty, shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service.

## 9.11 Family Care and Medical Leave

- 9.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.
- 9.11.2 Generally, family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one (1) of the following reasons:
- a) The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;
  - b) To care for the employee's spouse, child or parent with a serious health condition; or
  - c) If an employee has a serious health condition that makes the employee unable to perform his or her job.
  - d) However, the District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave and California Family Rights Act Leave (hereinafter collectively referred to as "Family Care and Medical Leave").
- 9.11.3 Family Care and Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees are entitled to a disability leave in addition to a family care and medical leave.
- 9.11.4 If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.
- 9.11.5 Definitions
- 9.11.5.1 "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year

to year.

- 9.11.5.2 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.
- 9.11.5.3 “Differential Pay Sick Leave” means the right to receive fifty percent (50%) of regular salary in accordance with the provision on extended partial paid sick leave.
- 9.11.5.4 “Employee Benefits” means all benefits provided or made available to employees by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1002 (3)].
- 9.11.5.5 “Employment in the same position” means employment in the position which the employee held prior to taking a family care and medical leave.
- 9.11.5.6 “Employment in an equivalent position” means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
- 9.11.5.7 “Group health plan” means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.
- 9.11.5.8 “Health care provider” means an individual:
- a) Holding a physician’s and surgeon’s certificate or an osteopathic physician’s and surgeon’s certificate; or
  - b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state



or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or

- c) Who has been determined by the United States Secretary of Labor to be capable of providing healthcare services under the Family and Medical Leave Act of 1993.

9.11.5.9 "Industrial Accident and Illness" means a work-related injury or illness.

9.11.5.10 "Intermittent Leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.

9.11.5.11 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was a child.

9.11.5.12 "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.

9.11.5.13 "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- a) Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or
- b) Continuing treatment or continuing supervision by a health care provider.

9.11.5.14 "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.

9.11.5.15 "Spouse" is defined in Appendix D: Spousal and Domestic Partnership Policy.

9.11.5.16 The term "domestic partner" for the purposes of this Article is defined in Appendix D: Spousal and Domestic Partnership Policy.

#### 9.11.6 Eligibility for Family Care and Medical Leave

9.11.6.1 Employees are required to have completed more than twelve (12) months of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one (1) year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve months preceding the leave for eligibility.

#### 9.11.7 Right to Family Care and Medical Leave

9.11.7.1 Subject to the terms and conditions stated in these provisions, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a school year (July 1 through June 30), after making a request for such leave in accordance with the procedures set forth below.

9.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.

9.11.7.3 The District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave.

#### 9.11.8 Requests for Family Care and Medical Leave

9.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days' written notice is required.

9.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible.

The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

9.11.8.3 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the healthcare provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the faculty member and the District agree in writing to a shorter notice.

#### 9.11.9 Certification of Serious Health Condition from Health Care Provider

9.11.9.1 If the employee is requesting the leave to care for a child, parent, or spouse with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.

The certification shall include:

- a) The date on which the serious health condition commenced;
- b) The probable duration of the condition;
- c) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care; and
- d) A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent or spouse.

9.11.9.2 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.

9.11.9.3 If the employee is requesting the leave for his or her

own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.

9.11.9.4 If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

9.11.9.5 Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

#### 9.11.10 Right to Reinstatement

9.11.10.1 In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

#### 9.11.11 Intermittent or Reduced Schedule Leave

9.11.11.1 Leave taken because of the serious health condition of the employee or the employee's spouse, child or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child, or placement

of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.

- 9.11.11.2 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

#### 9.11.12 Additional Terms of Family Care and Medical Leave

- 9.11.12.1 Family care and medical leave taken pursuant to these provisions in Section 9.11 of this Agreement is generally unpaid leave. However, the District requires the employee to substitute accrued paid sick leave or differential pay sick leave (Extended Sick Leave, Article 9.4) used for the employee's own serious health condition or caring for the employee's spouse/registered domestic partner, son, daughter, or parent for their serious health condition concurrently for any part of the twelve-week (12-week) period.
- 9.11.12.2 The employee is required to use sick leave concurrently with Family Care and Medical Leave. The accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the District shall require the employee to use any available differential pay sick leave during the period of the family care and medical leave.
- 9.11.12.3 Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a particular individual serious health condition.
- 9.11.12.4 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District

from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.

9.11.12.5 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.

9.11.12.6 The District is not required to make payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.

9.11.12.7 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.

9.11.12.8 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

#### 9.11.13 Effect of Family Care and Medical Leave on Pregnancy Disability Leave

9.11.13.1 Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).

9.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth

and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.

- 9.11.13.3 The District requires the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Pursuant to Education Code §87784.5 employees are entitled to utilize up to thirty (30) days of accrued and unused paid sick leave, less any paid leaves previously used by the employee for personal necessity (Section 9.7), Labor Code 233 Leave (Section 9.8) or Bereavement Leave (Section 9.9) in either of the following circumstances:
- A biological parent may use leave pursuant to this section within the first year of his or her infant's birth.
  - A non-biological parent using leave pursuant to this section within the first year of legally adopting a child.
- 9.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.
- 9.11.13.5 Eligible employees on a combination pregnancy disability/family care and medical leave, whose paid coverage ceases in accordance with these provisions, may continue any group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.
- 9.11.13.6 In general, employees returning from a combination pregnancy disability/family care and medical leave shall be

reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

**9.11.14 Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave**

- 9.11.14.1 Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.
- 9.11.14.2 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.
- 9.11.14.3 Eligible employees on a combination industrial injury or illness disability/family care and medical leave, whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.
- 9.11.14.4 In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

**9.12 Sabbatical Leave (Education Code §87767-87775)**

- 9.12.1. All requests for sabbatical leaves must be processed through the Sabbatical Leave Committee established in this Article, must receive the positive recommendation of the Sabbatical Leave Committee,



must also receive the positive recommendation of the Superintendent/President, and must be approved by the Governing Board of the District. In accordance with Education Code §87767, the purpose of a sabbatical leave must be to benefit the District and the students of the District, and any such benefit must be tangible and verifiable.

- 9.12.2. To be eligible for a sabbatical leave, a faculty member must be tenured and must have served for at least six (6) consecutive years preceding the year in which the sabbatical leave may be granted. Any faculty member who is designated by the Education Code as a temporary employee is not eligible.
- 9.12.3. The number of eligible faculty members on sabbatical leave during any one (1) semester shall not exceed five percent (5%) of the eligible faculty members who are under contract as of September 15 of the academic year in which application is made. Only applicants with qualified sabbatical leave applications approved by the Committee shall be granted leaves (see section 9.12 of this Article). If the number of eligible applicants for sabbatical leaves approved by the Sabbatical Leave Committee exceeds five percent (5%), first priority shall be given to applicants who have not had a previous sabbatical leave. If there are more first time faculty applicants than available positions then those applicants will be ranked based on the criteria in a) and b) of this paragraph. If the first-time applicants do not fill the entire five percent (5%) allotment, the remaining approved applicants shall be ranked for priority according to the following point system:
- a) The applicant seeks to attend a program offered on a one-time basis; verification required (three (3) points).
  - b) Seniority (one (1) point per year of service in the Palomar Community College District).
  - c) Years subsequent to a previous leave (one (1) point per year since last sabbatical leave).

Priority shall be established in the order of points awarded, with the eligible staff member with the highest number of points receiving the highest priority.

Priority ranking will not be carried over for those who reapply the following year.

- 9.12.4. A sabbatical leave, to be approved, must be substantially related to

the faculty member's present assignment or future assignment with the District and is strictly limited to one or more of the following purposes:

- a) Formal lower division, upper division, and/or graduate work at an accredited institution of higher learning substantially related to the faculty member's field(s) of study.
- b) Independent study involving substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- c) Creative work resulting in an original written contribution substantially related to the faculty member's field(s) of study.
- d) Travel incorporating substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- e) Temporary research or work in private business/industry or government substantially related to the faculty member's field(s) of study.

9.12.5 A sabbatical leave may be granted for one (1) year (two (2) semesters) at one-half ( $\frac{1}{2}$ ) pay or for one (1) semester at full pay. The amount of the one-half ( $\frac{1}{2}$ ) pay or full pay shall be determined by the faculty member's regular pay scale for current full-time service with the District. While on an approved sabbatical leave, the faculty member shall be paid in the same manner as if not on leave of absence. Sabbatical leave by a faculty member will be counted as regular service for the District, and included for experience on the salary schedule, but shall not be credited as one of the six (6) years of service for another possible future sabbatical leave.

9.12.6 While on an approved sabbatical leave, the faculty member is required to devote the same amount of time to fulfill the professional responsibilities of the sabbatical leave as the faculty member's current service with the District. During the sabbatical leave, the faculty member shall be temporarily released from all assignments with the District and shall not perform any other assignment with the District unless such other assignment was included in the sabbatical leave request and is specifically approved as part of the faculty member's sabbatical leave.

9.12.7 An application for a sabbatical leave must be received in the office of the Assistant Superintendent/Vice President for Instruction no later

than November 1 prior to the academic year during which the sabbatical leave may be taken. An application for a sabbatical leave must have been submitted for written comments and recommendations to the Department Chair and Dean or other management employee directly responsible for the faculty member, and also the Assistant Superintendent/Vice President directly responsible for the faculty member. This submission must have been made at least two (2) weeks prior to the final application being submitted to the Office of Instructional Services. The written comments and recommendations from the Department Chair and Dean or other management employee directly responsible for the faculty member and the Assistant Superintendent/Vice President, if any, must be attached to the application form when submitted to the Office of Instructional Services.

- 9.12.8 Within two (2) weeks after November 1, the Sabbatical Leave Committee co-chairs shall convene the Sabbatical Leave Committee and make available to it all applications for sabbatical leave which have been timely received by the Office of Instructional Services. The Sabbatical Leave Committee shall be composed of the following individuals who each shall serve three (3) year terms, except for the Assistant Superintendent/Vice President for Instruction who is a permanent member of the committee. All of the faculty members on the Sabbatical Leave Committee shall be tenured. In the event any committee seat becomes vacant more than three (3) months prior to the end of the three (3) year term for that seat, a replacement shall be selected to serve out the remainder of that term. The faculty members serving on the committee shall elect one (1) faculty member ~~of their number~~ to serve as the faculty co-chair of the committee.
- a) One (1) senator selected by the Faculty Senate
  - b) Assistant Superintendent/Vice President for Instruction, Co-Chair
  - c) One (1) Dean selected by the Assistant Superintendent/Vice President for Instruction
  - d) One (1) faculty member from the Library/Media Center selected by the Faculty Senate and approved by the Federation
  - e) One (1) faculty member from Student Services selected by the Faculty Senate and approved by the Federation
  - f) One (1) faculty member from each "instructional division" selected by the Faculty Senate and approved by the

Federation.

A quorum is based on the actual number of filled faculty positions plus the two (2) administrators.

- 9.12.9 The Sabbatical Leave Committee will review all applications made available to it. All meetings of the Sabbatical Leave Committee are open meetings. The Sabbatical Leave Committee will review the applications to determine whether they should be recommended, first through a process where consensus is attempted, and then through a majority vote of the Sabbatical Leave Committee if a consensus is not possible. This work by the Sabbatical Leave Committee must be completed by March 1. The decision on whether to recommend a sabbatical leave will be based solely on the quality of the application. The committee may request the applicant to make minor modifications before the committee makes the final recommendation.
- 9.12.10 The Sabbatical Leave Committee will present its recommendations for approval to the Superintendent/President by March 1. The Superintendent/President will submit a report to the Governing Board no later than the first Governing Board meeting in April, which will include all recommendations for approval from the Sabbatical Leave Committee and the recommendations for approval and disapproval from the Superintendent/President. If an application receives a negative recommendation or is denied approval, a written notice outlining the specific reasons for the rejection of the project will be sent to the faculty member by March 1. Any recommendation by either the Sabbatical Leave Committee or the Superintendent/President not to recommend the approval of an application is final and not grievable, and there shall be no right of appeal. The Governing Board reserves the right to make the final decision on all applications for sabbatical leave. The decision of the Governing Board is final and not grievable, and there shall be no right of appeal.
- 9.12.11 After final approval by the Governing Board, any changes to the Sabbatical proposal must be submitted on the revision portion of the Sabbatical Application form and receive approval by the Sabbatical Leave Committee prior to implementation of the revised activities. Information provided must include the nature of the revised activities, additional work to be undertaken and/or work which will not be completed, and the reason for the revision. The request for approval form must be signed by the Department Chair and Dean or other management employee directly responsible for the faculty member. If either the Department chair or Dean does not endorse the revision, the reasons must be given in writing on the form. The revised

proposal will be submitted to the Sabbatical Leave Committee for approval/disapproval. Under extenuating circumstances, revisions for work already begun may be approved by the committee.

- 9.12.12 In accordance with Education Code §87770, every faculty member who is approved for a sabbatical leave by the Governing Board shall agree in writing, on a form prepared by the District, to render a period of service for the District following return from the sabbatical leave which is equal to twice the period of the leave; and shall furnish a performance bond required by Education Code §87770, unless such requirement is waived by the Governing Board within its discretion as authorized by Education Code §87770.
- 9.12.13 No later than September 1 following a spring semester or full year sabbatical leave, and no later than April 1 following a fall semester sabbatical leave, the faculty member who was granted a sabbatical leave shall deliver to the Office of Instructional Services a comprehensive written report with accurate documentation of the activities completed during the sabbatical leave endorsed by the Department Chair, Dean or other management employee directly responsible for the faculty member. Failure to submit such comprehensive written report in a timely manner, or failure to substantially complete the approved sabbatical leave in good faith, may result in disciplinary action against the faculty member, and the additional requirement of reimbursement of all pay received during the sabbatical leave. An extension of up to sixty (60) days to file the comprehensive report may be granted only upon a showing of good cause by the faculty member, and may be granted upon the recommendation of the Sabbatical Leave Committee.
- 9.12.14 Should the report be found unsatisfactory by the Sabbatical Leave Committee and require more than minor editorial revision, a report committee consisting of the author, the Department chair, the Dean or other management employee directly responsible for the faculty member, a representative of the Sabbatical Leave Committee, and the Assistant Superintendent/Vice President for Instruction shall be convened. In the case where the author is the chairperson, the department will select a representative. The report committee will determine the necessary steps to correct the deficiencies. The necessary corrections must be completed within 30 days of the date the committee makes its recommendations. The revised report will be submitted to the report committee, which will submit it to the Sabbatical Leave Committee.
- 9.12.15 After review, the Sabbatical Leave Committee will forward the satisfactory reports to the Superintendent/President.

9.12.16 Failure to complete sabbatical leave activities or a portion thereof, or failure to deliver an acceptable report by the deadline, or failure to request and be granted the appropriate extension, may result in 1) a letter of reprimand, 2) a charge of unprofessional conduct, and/or 3) full or partial payback of salary. Any disciplinary action and any requirement for reimbursement of all pay received during the sabbatical leave are subject to the grievance procedure of this Agreement.

9.12.17 In the event an approved sabbatical leave is made impossible to successfully complete because of accident or illness, the faculty member shall immediately notify the Vice President for Instruction, in writing, and shall provide written verification from a licensed physician of the accident or illness. In the event of dire and compelling circumstances, the Sabbatical Leave Committee may recommend the cancellation of a sabbatical leave to the Superintendent/President. If cancellation of the sabbatical leave is approved, the sabbatical leave will then be modified to a leave of absence due to accident or illness, and the sabbatical leave will be terminated.

### 9.13 Special Paid or Unpaid Leave

#### 9.13.1 Exchange Program

9.13.1.1 A regular faculty member may make written application to the Superintendent/President to participate in a qualified exchange program, as provided in §87422-87424 of Education Code of the State of California. The application may be in the form of a letter or memorandum and shall state:

- The nature of the exchange position to be assumed by the applicant
- The nature of the cooperating exchange institution that would receive the applicant
- The advantages to be accrued to the District and to the applicant
- The beginning and ending dates for the exchange
- The name and address of the cooperating exchange institution that will enter into an exchange agreement with the District
- The name of a contact person at the cooperating exchange institution

9.13.1.2 If the request for an exchange is not granted, the Superintendent/President or designee, within one (1) week, will inform the faculty member in writing of the reasons for the denial. If granted by the District, the leave will be contingent upon the execution of an agreement between the District and the exchange institution conforming to the requirements of §87422, §87423 and §87424 of the Education Code of the State of California.

9.13.1.3 The exchange leave may not exceed one (1) year. The faculty member shall provide the District four (4) full years of service after returning from such a leave before the faculty member is eligible for another exchange leave. An approved exchange leave shall not be considered a break in service. Each year's service during an approved exchange leave shall be counted as a year of service for annual salary increments and STRS service credit. The participating District faculty member shall enjoy the same health and other employee benefits and receive the same annual contract salary that he or she would enjoy and receive if not participating in the exchange leave. During the period of leave, the faculty member shall provide the District with a current mailing address. Unless other arrangements are agreed to by the District and the faculty member, the District shall mail all paychecks to that address. Upon request of the faculty member, the District shall arrange to make automatic bank deposits for all paychecks.

9.14 The District may take any action to ensure compliance with the federal Americans with Disabilities Act and similar state laws such as the California Fair Employment and Housing Act.

9.15 Load Banking

9.15 Load Bank Leave

9.15.1 ~~General Information~~ Definitions

9.15.1.1 "Load banking" means the accumulation of current overload assignments for future redemption as load bank leave, or, if such leave is not taken or granted, as deferred salary, as provided in this section.

9.15.1.2 "Load bank leave" means a semester during which the faculty member will have his/her regular

assignment reduced, without loss of his/her regular contract salary or District-paid benefits, by the redemption of accumulated overload assignments as provided in this section.

- 9.15.1.3 “Reduced assignment” for the purpose of taking a load banked leave is defined as a reduction in the number of contract classes taught in a given semester. Class prep time and office hours shall be reduced proportionately to the load bank percentage.

Faculty on load bank continue to be required to fulfill the institutional responsibilities and professional development obligations established for that academic year.

- 9.15.1.4 “Deferred salary” means any compensation earned but not paid ~~or banked~~.

~~9.15.1.5 If previously load banked hours are subsequently redeemed as deferred salary (rather than as load bank leave), those hours shall be paid at the overload salary rate in effect at the time those hours were banked. The District shall pay deferred salary within sixty (60) days following the event requiring such payment. No interest shall be paid for such deferred salary.~~

#### 9.15.2 General Information

- 9.15.2.1 Tenured full-time faculty may teach additional classes as an overload to be banked each semester. Non-teaching faculty (counselors and librarians) may work additional hours beyond their normal workload.
- 9.15.2.2 ~~Tenured, full-time faculty members may bank overload assignments for later redemption as load bank leave.~~ Each year, eligible faculty members may choose to bank overload assignments equal to a maximum of forty percent (40%) of their academic year contract load for later redemption as load bank leave or deferred salary.
- 9.15.2.3 No more than the equivalent of one (1) semester’s full-time load may be accumulated. If a faculty accumulates more overload than is required for a full semester of load bank leave, the excess hours shall be paid as deferred salary.



An overload assignment may be banked or paid during the semester of that assignment. An overload class may not be split between load bank and pay unless the banking would cause the faculty member to exceed the one (1) semester limit as noted above.

- 9.15.2.4 Load bank leave shall not be considered a break in service for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave).
- 9.15.2.5 Faculty members may not bank overload assignments in categorically funded programs.
- 9.15.2.6 If faculty members complete overload assignments in their primary discipline or disciplines other than their primary assignment, they may bank those overload assignments ~~as provided in paragraphs one and two, above, and~~ as provided in this article.
- 9.15.2.7 ~~Faculty may take~~ Load bank leave may be taken in increments ranging from one (1) class to one (1) semester.
- 9.15.2.8 ~~Load bank leave~~ Faculty may be used load bank leave for professional or personal reasons.

Additional load bank leaves may be authorized by the appropriate Vice President in consultation with the Dean.

### 9.15.3 Load Banking Procedures ~~Procedures~~ Overload Hours

- 9.15.3.1 To apply to load bank overload hours, the A tenured faculty member wishing to bank an overload assignment must complete the load bank application the Request to Load Bank Overload Hours form and have it approved by the Dean at least six (6) months prior to commencing the banked assignment.
- 9.15.3.2 ~~Documented service to the District beyond regular teaching, counseling, or library service is required to participate in load banking. To be eligible for load bank leave, a faculty member must have earned at least seven (7) service points to be documented on the Request to Use Load Banked Overload Hours form, or a~~

~~proportionate percentage thereof for a partial leave within the three (3) years prior to taking load bank leave, prior to taking load bank leave, and prior to submitting the request to use taking load bank the leave. (revert to old language)~~

~~Service points shall be accumulated beyond institutional responsibility obligations and only for service not already covered by release time, stipend, or hourly assignment.~~

19.15.3.3 When overload assignments are banked for leave purposes, they shall be recorded as a percentage of a faculty member's normal load in the discipline of that overload assignment. (For example, in disciplines for which fifteen [15] student contact hours constitute a full load, one 3-hour class is equivalent to twenty percent [20%] of a full load.

9.15.3.4 Overload counseling and library services, other than class instruction, shall be banked as a percentage of thirty (30) hours. (For example, six [6] hours of overload counseling or library service is equivalent to twenty percent [20%] of a full load.

9.15.3.5 Banked hours may not be held for more than three (3) years from the time that the maximum load is banked. Upon expiration of the three-year (3-year) period, the banked hours shall be redeemed as deferred salary. Extensions may be granted by the Superintendent/President at the faculty member's request for compelling reasons. The three- year (3-year) period shall be extended automatically for any period during which:

- a) The District does not approve a specific leave request during the three-year (3-year) period; or
- b) The faculty member delays the leave at the request of the District.

9.15.3.6 If a faculty member who is load banking becomes ill and uses all accrued part-time sick leave, the load banking agreement for that assignment will be cancelled, and the faculty member will be paid deferred salary for the hours banked.

9.15.3.7 If there is no Load Bank activity for a period of six (6) consecutive semesters, the District will pay those

hours already accumulated as deferred salary.

9.15.3.8 A faculty member may withdraw load-banked funds only during the calendar year in which the deferred overload salary is earned, but not for any prior years. The faculty member must notify the District of his/her intent to withdraw load-banked funds no later than November 30.

9.15.3.9 If previously load-banked hours are subsequently redeemed as deferred salary (rather than as load bank leave), those hours shall be paid at the overload salary rate in effect at the time those hours were banked. The District shall pay deferred salary within sixty (60) days following the event requiring such payment. No interest shall be paid for such deferred salary.

#### 9.15.4 Taking Load Bank Leave

9.15.4.1 When faculty members have banked the equivalent of one hundred percent (100%) of a semester's full load, they shall be eligible for up a full semester of load bank leave under the terms of this article. No faculty member shall accrue more than one (1) semester's worth of loadFTEF.

9.15.4.2 Six (6) months notice must be given prior to taking load bank leave. Less than six (6) months notice may be given only if there are special circumstances and if approved by the Dean and appropriate Assistant Superintendent/Vice President. Prior to a load bank leave.

The process for applying to take load banked leave is as follows:

a)The faculty member must complete a Request to Use Banked Leave and identify the semester during which the load bank leave will occur and the portion of that semester (e.g., 50% or 100% of a full load) that the faculty member will be on load bank leave; and

b) The faculty member must have accumulated the intended number of hours requested for the percentage of leave requested prior to submitting the request.

~~c) The faculty member must provide documentation of at least seven (7) completed service points, as described in 9.15.3.2 above.~~

d) The request must be approved by the Dean and the appropriate Assistant Superintendent/Vice President.

9.15.4.3 When the Dean determines that the staffing needs of the department/program conflict with the number of requests for leave, requests for sabbatical leaves will be given preference over requests for load bank leaves.

9.15.4.4 The Dean shall, subject to the provisions of section 9.15.4.5, approve requests for load bank leave each semester based on the number of full-time equivalent (FTE) probationary and tenured faculty (FTEF) in the department/program in accordance with the following guidelines:

**Faculty on Load Bank**

<u>FTE Faculty</u>	<u>Allowable FTEF on Leave per Semester</u>
1-9.9	1.0
10 – 19.9	2.0
20 +	3.0

9.15.4.5 If the Dean and appropriate Assistant Superintendent/Vice President certify that the department/program will be jeopardized by the absence of the faculty member, the Dean and appropriate Assistant Superintendent/Vice President may deny a request for load bank leave. If the leave is denied, documentation of the specific reasons for denial of the leave must be provided in writing to the faculty member requesting the leave. If a leave is not granted it may be rescheduled to another semester. The decision to reschedule the banked load will be mutually agreed upon by the faculty member, the Dean, and the appropriate Assistant Superintendent/Vice President. The leave must be rescheduled to be taken by the end of the following academic year.

9.15.4.6 Faculty on load bank leave or any other leave may not

bank hours during the leave.

- 9.15.4.7 Load bank leave shall not be considered a break in service for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave)
- 9.15.4.8 In case of separation from service, disability, death, documented financial hardship (e.g., medical expenses, legal notice of impending eviction or foreclosure on mortgage of principal residence), dire or compelling circumstances outside the control of the individual, the load-banked funds will be paid as deferred salary to the individual or his/her estate.
- 9.15.4.9 The salary a faculty member earns (but does not contemporaneously receive) for banked overload continues to be a liability of the District until the faculty member redeems those hours as load bank leave or deferred salary. Overload assignments banked prior to the effective date of this Agreement shall continue to be a liability of the District until redeemed as provided in this section.

## 9.16 Catastrophic Leave

### 9.16.3 General Provisions

- 9.16.3.7 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time faculty members as authorized by Section 87045 of the *California Education Code*.
- 9.16.3.8 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
- 9.16.3.9 The CLB is intended to provide an extended period of time off work for either a faculty member who has

suffered an incapacitating illness or injury, or a faculty member to care for an incapacitated member of the faculty member's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.

For faculty members who are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the faculty member up to his/her base salary to the extent possible.

- 9.16.3.10 A sick leave day donated by a full-time faculty member is equivalent to eight (8) hours. Sick leave is donated by part-time faculty in hours.

#### 9.16.4 Donations

- 9.16.4.7 Full-time faculty members may donate sick leave days to the CLB if they have an accumulated sick leave balance of at least forty-five (45) days or more. Full-time faculty members may donate a maximum of fifteen (15) days per academic year, so long as the donating full-time faculty member's accrued sick leave balance does not fall below thirty (30) days.
- 9.16.4.8 Part-time librarians and counselors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least two hundred seventy (270) hours. They may donate a maximum of ninety (90) hours per academic year, so long as the donating part-time faculty member's accrued sick leave balance does not fall below one hundred eighty (180) hours.
- 9.16.4.9 Part-time instructors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least one hundred thirty-five (135) hours. They may donate a maximum of forty-five (45) hours per academic year so long as the donating part-time faculty member's accrued sick leave balance does not fall below ninety (90) hours.
- 9.16.4.10 Donations of sick leave shall be voluntary.
- 9.16.4.11 Donations of sick leave shall be irrevocable. Donated leave becomes the property of the Catastrophic Leave Bank.
- 9.16.4.12 Whenever the balance in the CLB accounts fall below

ninety  
(90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.

9.16.4.13 Faculty members may donate sick leave to the CLB at any time.

9.16.4.14 Donations shall be made on the CLB Donations Form, dated and signed by the donor. Donation forms shall be submitted to the Payroll Services office with copies furnished to Human Resource Services and the Federation.

#### 9.16.5 Withdrawal Guidelines

9.16.5.7 CLB withdrawals shall be approved by the Catastrophic Leave Bank Committee. The Catastrophic Leave Bank Committee shall be comprised of two administrators appointed by the Superintendent/President or designee and two (2) faculty members appointed by the Federation.

9.16.5.8 The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury ("disability") as defined in Article 9.16.1.2.

9.16.5.9 The applicant will have exhausted all other paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.

9.16.5.10 Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals by full-time faculty shall be in daily increments; withdrawals by part-time faculty shall be in hourly increments.

9.16.5.11 Faculty members currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.

9.16.5.12 If an applicant is eligible for extended sick leave (substitute differential pay), the leave drawn from the CLB will be prorated to bring the faculty member up to his/her base salary.

9.16.5.13 A faculty member using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.

9.16.5.14 A full-time faculty member shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. Part-time faculty shall not draw more than their assigned hours during each week of catastrophic illness or injury.

9.16.5.15 Withdrawals from the CLB shall be terminated whenever:

9.16.5.15.1 The faculty member is able to return to work or the immediate family member no longer needs home care to be provided by the faculty member

9.16.5.15.2 The current semester ends

9.16.5.15.3 The faculty member receives a monthly disability income from another source

9.16.5.15.4 The faculty member's employment with the District is terminated

9.16.5.15.5 The CLB runs out of donated sick days/hours.

9.16.5.16 Under no circumstances shall withdrawals continue from one semester into the subsequent semester, summer session or intersession. If a catastrophic injury or illness continues into a subsequent semester or session, the faculty member may submit a new application.

## 9.16.6 Withdrawal Procedure

9.16.6.7 Faculty members may withdraw sick leave from the CLB when all of the following requirements are met:

9.16.6.7.1A physician certifies that the applicant or immediate family member is disabled by illness or injury



9.16.6.7.2 If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her faculty assignment

9.16.6.7.3 If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary.

9.16.6.7.4 The physician certifies that the disability is expected to continue for more than thirty (30) days

9.16.6.7.5 The faculty member (or his/her authorized agent) submits an application on the CLB Withdrawal Form

9.16.6.7.6 The faculty member's application is approved by the Catastrophic Leave Bank Committee.

9.16.6.8 The certifying physician shall include his/her best estimate of the duration of the disability.

9.16.6.9 The certifying physician shall state the faculty member's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the faculty member is able to perform his/her essential duties. The CLB Committee may determine that the faculty member is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

#### 9.16.7 Privacy Rights

9.16.7.7 The certifying physician shall not be required or requested to disclose his/her diagnosis.

9.16.7.8 The District, the Federation and/or the CLB Committee shall not disclose information about the faculty member's health or condition, except as authorized by the faculty member or his/her agent.

#### 9.16.8 Agent for the Faculty Member

9.16.8.7 If the treating physician certifies that the faculty member's disability prevents him/her from acting on

his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the faculty member may act as the faculty member's agent (see Section 9.9.3 for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the faculty member may act on the faculty member's behalf.