

## ARTICLE 30

### Sick Leave

- 30.1 Members shall be granted sick leave accrued at the rate of 30 hours (**6 hours per monthly pay period**) per academic semester. Members on an 11-month contract shall be granted an additional 6 hours and members on a 12-month contract shall be granted an additional 12 hours.
- 30.2 Members must be in active employment or on paid leave to earn or use sick leave. A regular/contract member on leave without pay retains accrued sick leave but shall not accrue additional days during such absence.
- 30.3 Sick leave days ~~will~~ **shall** be maintained by the Human Resources Department and, ~~starting Fall 1993,~~ each member ~~will~~ **shall** receive an annual statement regarding their sick leave account.
- 30.4 A member's sick leave accrual ~~will~~ **shall** be credited at the beginning of each fiscal year. At the time a member separates from the District, the District ~~will~~ **shall** deduct the amount of ~~the~~ **any** used, but unearned, sick leave from the member's final salary warrant.
- 30.5 All new members shall be credited with unused accrued sick leave that was accrued in another California school district immediately preceding employment. The member must provide the District with proof of such accrual within six (6) months of their date of hire unless a formal agreement for extension has been agreed to in advance. Human Resources shall notify the member when the previously accrued sick leave has been credited to their account. (Reference: ~~Education Code Section~~ 87782.)
- 30.6 Any unused accrued sick leave ~~will~~ **shall** be accumulated indefinitely. NO accrued sick leave ~~will~~ **shall** be paid at the time of separation from the District. However, STRS does allow unused accrued sick leave to be used at retirement for service credit. (Reference Ed Code Sec 22717)
- ~~30.7 Overload **Additional** sick leave ~~will~~ **shall** be **accumulated for full-time members with overload assignments per Associate Member Article 105.** maintained in a separate account and cannot be counted as part of sick leave earned as per this Article. See Associate Member (Articles 100-112) section of this contract for information on sick leave earned as overload.~~
- 30.8 A member's absence, **whether from regular assignment or overload assignment,** ~~will~~ **shall** be charged against the member's ~~accrued~~ sick leave **accumulation.** The actual amount of sick leave charged ~~will~~ **shall** be based on ~~the member's scheduled hours (not including office hours),~~ the actual hours missed (not including office hours), and the load base of the class/**assignment.** The Sick Leave Computation Table defines the calculations for sick leave:
- |  |                             |
|--|-----------------------------|
| Lecture based load (16.4/ <del>15</del> )* | Actual Hours Missed x 1.83  |
| Lab based load (19.7/ <del>18</del> )*     | Actual Hours Missed x 1.523 |
| Lab based load (21.9/ <del>20</del> )*     | Actual Hours Missed x 1.371 |
| Lab based load (23/ <del>21</del> )*       | Actual Hours Missed x 1.305 |
| Lab based load (26.3/ <del>24</del> )*     | Actual Hours Missed x 1.141 |

Non-instructional (hour-based) load (32.8/~~30~~)\*

Actual Hours Missed x .915

~~\*Based on the load chart per Article 18. The first number represents the hours per week in the primary assignment based on the 16-week schedule. The second number represents the former 17.5-week schedule.~~

*Example: An instructor is out for a day in which he/she misses 4.5 class hours. If the ~~instructor's primary assignment load is~~ **load base of the class** is 16.4 hours per week (Article 18.2~~1~~), the sick leave hours to be recorded are  $4.5 \times 1.83 = 8.235$ .*

- 30.9 If the member's absence exceeds three (3) consecutive days, the President or designee may require a statement from the member's physician that the member is able to fully perform job duties upon return from illness or injury leave.
- 30.10 **A faculty member may use, in any calendar year, accrued sick leave, in an amount not more than the amount earned in half a year of employment, to attend to the illness of a faculty member's child, parent, spouse or domestic partner or domestic partner's child. (Labor Code 233)**
- 30.11~~0~~ Members who have exhausted their sick leave and are absent from work due to illness or injury for a period of five (5) school months or less shall have compensation deducted monthly in an amount equal to the amount actually paid to one or more temporary substitutes who fill the position during the absence. Such deduction shall not exceed the sum actually paid or, if no temporary or substitute employee is hired, the amount which would have been paid had a temporary or substitute been hired. Reference: Education Code Section 87780.
- 30.12~~1~~ Refer to Article 13.9 regarding the available options when one member substitutes for another member.
- 30.13~~2~~ **Catastrophic Sick Leave Donation**  
Regular employees **members** have the option to donate accrued sick leave to be used by another employee **when that employee or a member of his or her family suffers from a catastrophic illness or injury as defined by and in accordance with Board policy, administrative procedures and the requirements of Ed Code 87045.** ~~who has, due to a "catastrophic" illness or injury, exhausted all paid leave.~~  
~~"Catastrophic" illness or injury is defined as illness or injury that is expected to incapacitate the employee for an extended period of time. (Education Code Section 44043.5).~~  
~~The maximum amount of time that donated leave credits may be used shall not exceed twelve (12) consecutive months.~~

#### **Donation of Sick Leave**

~~Employees who donate time must retain the equivalent of at least thirty (30) days of accrued sick leave.~~

~~Donated leave credit must be a minimum of eight (8) hours initially, and thereafter can be in hour increments.~~

~~The transfer of leave credit is irrevocable.~~

**30.14 Medical Emergencies**

**As a result of a doctor-verified medical emergency, the college President or designee may waive contract deadlines to allow the faculty member to request a banked load leave to be used in lieu of sick leave.**