

**2016-2019 Successor Agreement**

**Between**

**PERALTA COMMUNITY COLLEGE DISTRICT**

**And**

**PERALTA FEDERATION OF TEACHERS**

1 **ARTICLE 26 :** LEAVES

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3 **A. Leave of Absence**

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5 Regular and probationary employees may be granted a leave of absence for a period  
6 equivalent to two (2) successive semesters, exclusive of summer session. Upon return  
7 from such authorized leave, the employee shall be reinstated into the position occupied  
8 at the time of the granting of such authorized leave. Leaves may be extended upon  
9 request for a maximum of two years.

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11 **B. Effect of Leaves on Faculty Status**

- 12  
13 1. Probationary contract and regular tenured faculty members on paid leave shall be  
14 granted credit for regular service for the purpose of advancement on the salary  
15 schedule. Except as otherwise provided in this Agreement, faculty members on  
16 approved leave without pay shall be granted the opportunity of continuing benefits  
17 available to other faculty members on a self-pay basis if allowed by the insurer.  
18  
19 2. Probationary contract and regular tenured faculty members who avail themselves  
20 of unpaid leave in this section may be allowed advancement on the salary schedule.  
21 Faculty members requesting advancement under this section shall submit such  
22 request to the Vice Chancellor of Educational Services or his/her designee no later  
23 than August 15, and advancement, if granted, shall occur the following academic  
24 year. Denial of such advancement shall not be subject to the grievance procedure.  
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26 **C. Sick Leave**

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28 **1. Contract, Regular and Long-Term Substitute Employees**

- 29  
30 a. Full-time faculty members (contract, regular and long-term substitutes) shall  
31 earn ten (10) days of sick leave for each contract year, to be credited as of the  
32 first day of assignment. Faculty who have more than a ten-month contract shall  
33 earn and accrue an additional day of sick leave for each additional month over  
34 the ten months contracted.  
35  
36 b. Less than full-time faculty members shall earn sick leave computed in the ratio  
37 that this assignment bears to a full-time load. The days shall be credited as of  
38 the first day of the faculty member's assignment and shall be available for use  
39 as of the first day of assignment.  
40  
41 c. Unused portions of sick leave days shall be cumulative on a year to year basis,  
42 indefinitely, without limit, for all contract and regular faculty members.

- 1 d. The District shall provide each faculty member once a year with a written  
2 statement of the accrued sick leave benefits to which he or she is entitled. Such  
3 statement shall be provided no later than October 31st of each academic year.  
4
- 5 e. Any employee who is on paid status while on sick leave, or other paid leave,  
6 shall continue to earn all employee sick benefits to which he/she is entitled. An  
7 employee who is on leave of absence without pay shall retain all accumulated  
8 sick leave benefits but shall not accrue any additional sick leave benefits during  
9 such period of absence.  
10
- 11 f. Sick leave credit received by transfer from the previous employer of a new  
12 employee shall be accepted pursuant to the provisions and limitations provided  
13 in the Education Code. It shall be the responsibility of the employee to notify  
14 the District Personnel Office, in writing, of the name and address of the District  
15 by whom he/she was employed and request credit for the accumulated leave of  
16 absence for illness or injury to which he/she is, or was, entitled at the time of  
17 separation.  
18
- 19 g. Any person utilizing sick leave benefits under provisions of this Article may be  
20 required to provide the District with a signed "Certificate of Illness" and, if  
21 absent more than five (5) consecutive duty days, may be required to provide the  
22 college, upon return, with a statement from a physician verifying the illness or  
23 injury, and verifying the employee's fitness to return to duty.  
24
- 25 h. After all sick leave is exhausted, when a faculty member is absent from his/her  
26 duties on account of illness or accident for a period of five (5) school months or  
27 less, whether or not the absence arises out of or in the course of employment of  
28 the employee, the amount deducted from the salary due him/her for any month  
29 in which the absence occurs shall not exceed the sum which is actually paid a  
30 temporary employee employed to fill his/her position during his/her absence or,  
31 if no temporary employee was employed, the amount which would have been  
32 paid to the temporary employee had he/she been employed.  
33
- 34 i. If sick leave is not transferred to another District pursuant to the California  
35 Education Code, all sick leave rights or accumulations shall be cancelled when  
36 an employee terminates employment with the District. Upon written request  
37 pursuant to the provisions of the Education Code, accumulated sick leave shall  
38 be transferred to a subsequent employing District within the school year  
39 succeeding the school year in which such employment is terminated.  
40
- 41 j. Employees who are members of the State Teachers' Retirement System shall be  
42 granted service credit for unused sick leave at the time of retirement. The  
43 service credit amount granted for unused sick leave is determined by dividing  
44 the number of accumulated unused sick leave days (as certified by the  
45 employer) by the number of service days required to complete a school year.

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- k. Except in cases of emergency, the employee shall notify the college designated office prior to scheduled duty time on the workday in order to qualify for payment of accrued sick leave.

**2. Temporary, Part-Time Employees**

Part-time employees shall have their sick leave computed as follows:

- a. Sick leave for each term is equal to total number of equated hours assigned, divided by 15 equated hours, multiplied by 17.5 weeks.

Example: 5.2 equated hours assignment, divided by 15 equated hours = (0.347 hours) X (17.5 weeks) = 6.067 hours.

- b. Accumulated sick leave for part-time temporary faculty employees shall be accrued from year to year and retained on District sick leave records for a period not to exceed two years after the part-time, temporary employee's last assignment.

- c. Sick leave hours shall be available for use on the first day of assignment. When the class is canceled at any time during the term or period of the assignment, the sick leave credit will be pro-rated.

- d. Sick leave time is utilized as follows:

- 1) Number of equated hours used, subtracted from the sick leave balance of accrued earnings.

Example (continuing the example above): 1 equated hour missed due to illness. Subtract 1.0 from 6.067, leaving a balance of 5.067 equated hours.

- e. Any temporary, part-time employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick benefits to which he or she is entitled.
- f. Upon request, a temporary, part-time employee will be provided with a verification of his/her sick leave balance.

**3. Retirees working part-time**

Retirees from the PCCD faculty working part-time in the District, whether or not it is pursuant to a Negotiated Retirement Incentive, shall have their sick leave computed in the same way the sick leave is computed for temporary, part-time employees.

1 D. Bereavement Leave

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- 3 1. Contract, regular, long-term substitutes and temporary part-time faculty employees
- 4 shall be granted, without loss of salary, sick leave, or other benefits, a leave of
- 5 absence not to exceed four (4) working days (six (6) working days if over 200 miles
- 6 travel is required) per occurrence on account of death of any member of the
- 7 employee's immediate family.
- 8
- 9 2. Members of the immediate family as used in this section D means: mother, father,
- 10 step-parent, grandmother, grandfather, grandchild, son, daughter, stepchild, mother-
- 11 in-law, father-in-law, son-in-law, daughter-in-law, brother, sister of the employee or
- 12 spouse, and the spouse, aunts, uncles, nephew and niece of the employee, foster
- 13 child, ward of the court, legal guardian, brother-in-law, sister-in-law, domestic
- 14 partner or any persons living in the household of the employee (except paying
- 15 tenants). The District may require documentation.
- 16
- 17 3. Any eligible employee utilizing bereavement leave under this Article shall notify the
- 18 designated college office in advance of taking the leave, and may be requested to
- 19 provide the college with verification of absence.
- 20

21 E. Use of Sick Leave for Personal Reasons

- 22
- 23 1. Contract, regular, long-term substitute and temporary, part-time faculty members
- 24 shall be entitled to use sick leave earned pursuant to paragraph C of this article in
- 25 cases of compelling personal importance.
- 26
- 27 2. Leave taken pursuant to the above paragraph shall not exceed seven (7) days in any
- 28 single school year.
- 29
- 30 3. The term "compelling personal importance" shall include:
- 31
- 32 a. Illness of a family member requiring the faculty member's presence
- 33 b. Household Emergencies
- 34 c. Personal matters
- 35 d. Personal emergencies
- 36 e. A personal or family matter for which the faculty member accesses the District
- 37 Employee Assistance Program or a personal health care practitioner.
- 38
- 39 4. Verification of the basis for the leave request may be required if requested leave is for
- 40 more than five (5) days.
- 41
- 42 5. If the requested leave is for more than five (5) days and involves health or personal
- 43 matters that the faculty member does not feel comfortable discussing with college
- 44 management, the faculty member may elect to submit the supporting documentation
- 45 in a sealed envelope to the College President. If the College President concludes

1 that the request should be denied, s/he shall consult with the faculty member  
2 and PFT representatives before denying the request.

- 3  
4 6. In all cases, the College President will only release or discuss personal information  
5 submitted by a faculty member when the faculty member authorizes the release in  
6 writing.

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8 **F. Industrial Accident and Illness Leave**

- 9  
10 1. All faculty members (contract, regular, long-term substitute and  
11 temporary, part-time employees) absent from duty because of illness or injury  
12 resulting from an accident or condition incurred on duty which qualifies under  
13 industrial accident insurance shall be granted an industrial disability leave for each  
14 such accident. The number of days for such allowable leave or leaves shall be for not  
15 less than sixty (60) working days in any one academic year.
- 16  
17 2. Industrial disability leave shall be granted from first day of disability.
- 18  
19 3. Only absences which are supported by a doctor's certificate and have been  
20 verified by the District's industrial insurance carrier to be the result of a duty  
21 connected injury or illness can be paid under industrial disability leave. Any absence  
22 that cannot be so verified shall be charged against the employee's sick leave or other  
23 appropriate leaves.
- 24  
25 4. Should the employee's absence due to an industrial injury or illness extend beyond  
26 sixty days, the employee shall be permitted to use accrued sick leave until temporary  
27 disability payments cease, until he/she returns to duty, or until sick leave accrual  
28 has been used up. In no case, however, shall the total exceed five school  
29 months.
- 30  
31 5. During any period an employee is receiving his/her regular salary from the District,  
32 he/she is required to endorse over to the District all temporary disability payments  
33 received from the District's industrial insurance carrier in accordance with Section  
34 87787 of Education Code. Charges to the employee's sick leave balance shall be  
35 as follows:
- 36  
37 a. Industrial disability leave shall be reduced by one day for each day of authorized  
38 absence regardless of temporary disability payments paid by the District's  
39 industrial insurance carrier.
- 40 b. Sick leave shall be reduced only by the amount necessary to provide a full day's  
41 wage or salary when added to temporary disability benefits.
- 42  
43 6. Any employee who is absent because of a work incurred illness shall not be entitled  
44 to receive wages or salary from the District which, when added to temporary

1           disability benefits, will exceed his/her full salary during the period of his/her  
2           absence.

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7. Any employee receiving industrial disability leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the state.
8. When an industrial accident or illness leave overlaps into the next fiscal year, the 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   G. Parental Leave

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Parental leave shall be granted to contract, regular, long-term substitute and temporary, part-time faculty employees subject to the provisions of the sick leave article of this Agreement for the birth and/or care of the newborn child of the employee or for placement with the employee of a son or daughter for adoption or foster care.

### 18   H. Quarantine Leave

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Contract, regular, long-term substitute and temporary, part-time faculty members shall receive salary in full when quarantined by city, county, state, or federal health officials because of another's illness. If the faculty member is not ill no deduction will be made from his/her sick leave.

### 25   I. Jury Duty

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1. A contract, regular, long-term substitute and temporary, part-time faculty member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
2. When regularly called for jury duty in the manner provided by law, a faculty member shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
3. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manager.
4. Employees are required to return to work during any day in which jury duty services are not required.

- 1 5. The District may require verification of jury duty time prior to providing jury duty  
2 compensation.
- 3
- 4 6. Reimbursements to District: Any payment received by the employee from an  
5 agency for jury duty shall be endorsed to the Peralta Community College District  
6 and forwarded to the District Payroll Supervisor.

#### 7 J. Subpoena Leave

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9 All faculty members subpoenaed or otherwise required to appear at a hearing, trial,  
10 investigation or other legal proceeding in any instance where the District is a party or  
11 arising from the course of their employment with the District, shall suffer no loss of pay  
12 if such appearance occurs during duty time.

#### 13 14 K. Federation Leave

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- 16 1. The Federation shall have a maximum of fourteen (14) days for release time to be  
17 used for:
  - 18
  - 19 a. Local, state and national conferences sponsored by AFT/CFT, FACCC and/or  
20 statewide academic senate.
  - 21
  - 22 b. Participation in seminars and institutes sponsored by institutions of higher  
23 learning and/or governmental agencies or bodies.
  - 24
  - 25 c. Participation and/or attendance at meetings called by governmental agencies or  
26 bodies.
  - 27
- 28 2. Persons eligible will be the President of the PFT and/or his/her designee.
- 29
- 30 3. The request of the above stipulated Federation leave shall be made at least two weeks  
31 prior to the event for which the leave is being requested. The request shall be  
32 submitted in writing to the Director of Employee Relations, who will be responsible  
33 for notifying the appropriate first level administrator(s).
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#### 35 L. Educational Leave

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- 37 1. A faculty member, upon request, shall be granted a leave of absence for one year  
38 without pay for the purpose of educational improvement. The District, upon request  
39 by the faculty member, may extend or renew his/her educational leave for one (1)  
40 additional year.
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- 42 2. The following leaves will not be granted for two academic years after  
43 completion of an educational leave, except by mutual agreement:



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- a. Leaves of Absence without Pay
- b. Educational Leave
- c. Research/Work Experience Leave
- d. Exchange Leave
- e. Professional Development Leave
- f. Retraining Leave

Application for education leave shall be on forms provided by the District and must be filed by October 1 for Spring leave and by April 1 for Fall leave.

- 3. In cases where a department, discipline or program is less than three (3) FTE, one (1) FTE may be out on educational leave in any one semester.
- 4. Faculty members on approved educational leave without pay shall be covered by the District for medical, dental, life and disability only.

**M. Research/Work Experience Leave**

- 1. Any faculty member who is awarded a research grant may be granted a leave of absence without pay for a period not to exceed two semesters.
- 2. Requests for research/work experience leaves must be submitted in writing to the college Professional Development Committee at least eight (8) weeks before the proposed starting date for the leave.
- 3. Leaves shall be recommended to the President, the Chancellor and the Board of Trustees by the college Professional Development Committee.
- 4. Faculty members on approved research/work experience leave without pay shall be covered by the District for medical, dental, life and disability only.
- 5. The District, upon request of the faculty member, after review and recommendation by the college Professional Development Committee, may extend such leave for a maximum of two (2) consecutive years at a time.

**N. Long-term Personal Necessity Leave**

- 1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave of absence without pay for personal reasons. The leave shall be granted for no less than one (1) semester, with the provision that such leave shall not extend beyond the end of the academic year in which the leave is granted.

- 1 2. Leaves of absence shall not be granted for the purpose of accepting employment  
2 elsewhere. Acceptance of employment elsewhere while on leave shall, unless  
3 otherwise provided for herein, be considered as resignation from the Peralta  
4 Community College District.  
5
- 6 3. If the need for the long-term personal necessity leave no longer exists, the faculty  
7 member must request reemployment by the District. If reemployment is not  
8 offered, the provisions of the immediately preceding paragraph shall be waived for  
9 the remainder of the semester.  
10
- 11 4. The District, upon eight (8) weeks advance request by the faculty member, may extend  
12 or renew his/her long-term personal necessity leave for one (1) additional year.  
13
- 14 5. The eight (8) week advance stipulated above shall be waived in the event of  
15 documented protracted illness of a family member as defined in this Agreement.  
16
- 17 6. Faculty members on approved long-term personal necessity leave without pay shall  
18 be covered by the District for medical, dental, life and disability only.  
19
- 20 7. Failure of a faculty member to return from authorized leaves shall constitute  
21 resignation of the faculty member from employment with the District.  
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## 23 O. Legislative Leave

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- 25 1. Every permanent faculty employee who is elected to the Legislature (State or  
26 Congress) shall be granted an unpaid leave of absence from their duties as an  
27 employee of the District during the term(s) of office.  
28
- 29 2. During the term(s) of such leave of absence, the permanent faculty employee may be  
30 employed by the District to perform such less than full-time service requiring  
31 academic qualifications. Compensation shall be based on the employee's placement  
32 on the Faculty Salary Schedule and pro-rated according to hours of work.  
33
- 34 3. Legislative leave of absence shall not affect in any way the classification of such  
35 employee.  
36
- 37 4. The faculty member on such leave shall notify the District of an intended return at  
38 least four (4) weeks in advance.  
39
- 40 5. The faculty member on such leave shall be entitled to return to employment at the  
41 end of the leave within six months after the term of office expires.

## 42 P. Military Leave

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44 An academic employee will be granted military leave in accordance with the provisions  
45 of the State of California Education Code and of the Military Veterans Code. Request for

1 military leave shall be submitted in writing, accompanied by military leave orders,  
2 two (2) weeks prior to the leave starting date, except in the case of a state or national  
3 emergency. Copies of the Code are available in the Peralta Community College District  
4 Office of Employee Relations.  
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## 6 Q. Exchange Leave

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8 The District shall grant exchange leave to regular faculty members in accordance  
9 with the provisions of Sections 87422, 87423 and 87424 of the California Education  
10 Code.  
11

## 12 R. Professional Development Leave (Sabbatical)

### 13 14 1. Criteria

15  
16 Professional development leave, with pay, may be granted to regular faculty  
17 members for the purpose of carrying out an approved program which will benefit  
18 the District, students, the college and the faculty member. It is understood that  
19 professional development leaves are not to be granted as a reward for work already  
20 performed, but rather as a means of providing improved service in the future. For  
21 salary information see paragraph 12 of this section.  
22

### 23 2. Requirements

24  
25 All provisions pertaining to professional development leaves will conform to  
26 statutory requirements.  
27

### 28 3. Announcement

29  
30 By September 30th of every year the College Staff Development Committee  
31 Chairperson will send an announcement to all tenured regular faculty informing  
32 them of the following:  
33

- 34 a. The eligibility requirements;
- 35 b. The amount of FTE available for sabbatical leaves for the following academic  
36 year;
- 37 c. The deadlines and procedures for applications; and
- 38 d. The time, date, and location of an introductory workshop that the Staff  
39 Development Committee will sponsor to inform interested faculty members  
40 about the procedures.  
41

1 4. Introductory workshop

2  
3 By October 15th, in years when sabbaticals are available, the college Staff  
4 Development Committee Chairperson will conduct a workshop for any and all  
5 faculty members interested in applying for a sabbatical. The workshop will include  
6 information about the following:

- 7  
8 a. Deadlines;  
9 b. Eligibility requirement;  
10 c. Detailed descriptions of the reviewing, scoring, and ranking process;  
11 d. Review of recipients' responsibilities and obligations to the College and  
12 District; and  
13 e. Review of the required evidence of support.

14  
15 5. Deadlines

16  
17 Applications must be submitted by November 15th, so that a decision and  
18 notification can be made by the January preceding the academic year of the  
19 sabbatical leave.

20  
21 6. Eligibility

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23 The faculty member must have completed at least six (6) consecutive years of  
24 regular faculty service preceding the granting of the leave. No more than one  
25 sabbatical leave shall be granted in each six-year period. Except for sabbatical  
26 leaves, no other approved leave shall be deemed a break in service when computing  
27 the six-year minimum service requirement for a sabbatical leave.

28  
29 7. Application Ranking

30  
31 Application ranking shall be a two-step process. An applicant must pass Step One to  
32 move onto Step Two. When in the judgment of the committee more information  
33 is needed in order to make a determination, the committee may, in its sole  
34 discretion, invite one, some, or all candidates for an interview. The committee's  
35 decision to invite or not invite a candidate for an interview shall not be grievable.

36  
37 **Step One:** Applications will be reviewed for the following:

- 38  
39 a. A clear statement of purpose;  
40  
41 b. Evidence of Institutional Support: (This section seeks to answer the question:  
42 what support mechanisms need to be in place for this sabbatical to be successful?  
43 For example, if the purpose of the sabbatical is to develop new curriculum for a  
44 department or discipline, there should be evidence of preparation and institutional  
45 support within the division and/or department. If the sabbatical is to learn new

1 skills and/or knowledge, there should be evidence of acceptance into the  
2 training program or evidence of having met the preliminary qualifications, i.e.,  
3 taking the GRE exam if the person is going to graduate school, or letters of  
4 acceptance from the appropriate agencies or individual);  
5

- 6 c. The purpose must be achievable;
- 7
- 8 d. There should be clear, identifiable project or result and a method by which to  
9 measure completion.

10 **Step Two:** Applicants who have successfully completed Step One will have their  
11 applications scored and ranked in Step Two. Scoring will be based on  
12 the following:  
13

- 14
- 15 a. The plan of work relates significantly to the applicant's professional assignment:  
16 (15 points)
- 17
- 18 b. The plan of work will greatly enhance the applicant's background and improve  
19 professional competence: (15 points)
- 20
- 21 c. The plan of work will greatly benefit students: (15 points)
- 22
- 23 d. The plan of work will greatly benefit colleagues and/or department: (15 points)
- 24
- 25 e. The plan of work will greatly benefit the college: (15 points)
- 26
- 27 f. The plan of work shows evidence of innovation and creative approaches to the  
28 issue and concerns addressed: (15 points)
- 29
- 30 g. The plan of work is thorough and complete and definitely worth funding; (10  
31 points)

32 The score range shall be a scale of 0 - 100 points. An applicant must achieve  
33 a minimum score of 80 to be placed in a pool of applicants to be considered  
34 for a sabbatical leave. Applicants in the pool shall be ranked numerically in  
35 order of final score (highest first, lowers last). Seniority will be used as one of  
36 the factors in breaking a tie.

37

- 38 h. Notification

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40 All applicants shall be notified in writing of the Staff Development Committee's  
41 decisions and recommendations. The Committee shall send its  
42 recommendations to the College President for determination, per the procedure  
43 referenced at §25. E.  
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i. Letter of Agreement

Any faculty member granted a one-year leave will be required to sign a contract (See Appendix A-15) guaranteeing full time service to the District for two years after returning to his/her regular assignment. Contractual agreements for people receiving sabbatical leaves of less than one year shall be pro-rated. It may also be necessary for the person on sabbatical to receive bonding to guarantee his/her service (Educational Code 87770). A professional development leave may be approved for separate semesters rather than for a continuous one-year period, provided that the sabbatical leave for both of the separate semesters shall be commenced and completed within a three-year period. Any period of service by the individual intervening between the two separate semesters of the sabbatical leave shall comprise a part of the service required for a subsequent sabbatical leave. If a faculty member has been approved for a sabbatical leave for a particular semester or year, any change in the dates of the leave must be by mutual consent of the faculty member and the appropriate College President. Any change from the approved dates shall be reported in writing to the College Professional Development Committee.

j. Illness, Injury, Death

In case of an injury to or illness of the faculty member while on professional development leave which prevents his/her completing the purpose of the leave, the leave will be terminated and all provisions for sick leave shall apply. If death prevents the faculty member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate. Upon return to service and prior to completion of two obligatory years of service, if illness or injury qualifying for disability retirement occurs, the faculty member shall be exempt from further obligations relative to his/her leave.

k. Committee Membership

- 1) The Professional Development Committee shall be established at each college and shall consist of three administrators, designated by the College President, and three faculty members, one appointed by the college Academic Senate, one by the PFT chapter chairs, and one by mutual agreement.
- 2) All members shall have equal weight in all respects, and a chairperson, whose function is nominal, shall be selected by the Committee as a whole at the beginning of each academic year.
- 3) No member shall serve more than four consecutive years.

- 1 4) At least one administrator and one faculty member shall be replaced every  
2 two years.  
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4 5) Professional Development Committee recommendations shall not be  
5 subject to the grievance procedure.  
6  
7 6) The committee shall provide regular reports to the College and the District  
8 on the expenditure of funds and the attainment of goals. (Other  
9 committee assignments include, but are not limited to, approving  
10 Professional Development monies for the faculty at each college and  
11 approving retraining leaves).  
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13 l. Salary  
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- 15 1) Professional development leaves may be arranged for one (1) year with a  
16 grant equal to 66-2/3% of the annual year's salary, or for one (1) semester  
17 with a grant of 100% of one-half year's salary.  
18  
19 2) While on professional development leave, the salary the faculty member  
20 would have received if he/she had been in regular service shall be the basis  
21 for computing his/her compensation. Salary for professional development  
22 leave shall be paid in the same manner as that paid during regular service.  
23  
24 3) Professional development leave shall count for full salary increments, health  
25 and welfare benefits, sick leave, and retirement benefits.  
26

27 m. Professional Development Report  
28

29 A faculty member returning from professional development leave shall be  
30 required to submit to the Chancellor, in writing, two copies of a report  
31 describing in detail the learning activities that took place during such leave, and  
32 the concomitant benefits accrued to him/her and to the District. College or  
33 university course work taken as part of professional development leave shall  
34 also be described via such a report and shall be counted towards salary  
35 advancement. A copy of the report shall be filed in the college library.  
36 Where appropriate, an oral report to the faculty, students, and community is  
37 encouraged.  
38

39  
40 n. Professional Development Leave Allocation  
41

42 A total of nine (9) FTE professional development leaves will be available during  
43 the duration of this contract.  
44

- 1) Professional development leaves shall be recommended by the college Professional Development Committee.
  - 2) If a college is unable to fund the recommended leave out of the college's budget, the leave, if approved by the Board of Trustees, will be funded by the District Office.
  - 3) Leaves will only be funded by the District Office to assure reasonable equity in the distribution of available leaves among the colleges. This equity criterion will be based on the proportion of total District probationary and regular faculty FTE assigned to each college.
  - 4) Faculty members on Professional Development Leave shall be prohibited from teaching extra service for the duration of the leave. During Professional Development Leave, the expectation is that the Faculty member will devote the equivalent of their full FTE to the activities, purposes and objectives of the approved leave.
  - 5) Any unused FTE designated for sabbatical leaves will roll over and be available in future years. The method of use shall be determined by mutual agreement between the PFT and the District.
- o. Grievances pertaining to this section shall be limited to procedure violations.

## S. Retraining Leave

### 1. **Eligibility**

Faculty members must have been employed by the District as regular, contract employees for at least four years prior to application for retraining leave. The purpose of such leave is to improve and enhance the effectiveness of faculty member's on-the-job performance.

### 2. **Requirements**

Faculty members receiving such a retraining leave will be required to enroll in an accredited college or university, or some other approved program acceptable to the District, which will qualify the individual to meet the minimum qualifications and competencies necessary to provide service in the area he or she is preparing to work in.

### 3. **Application**

Application for retraining leave shall be on forms provided by the District (See Appendix for copy) and must be filed by October 1 for Spring leave and by April 1 for Fall leave. Evidence of application for a plan of study and/or training must be submitted with the application to the Professional Development Committee. Leaves shall be recommended to the College President and Chancellor by the college Professional Development Committee. In the event that the College President



1 does not approve, both the Committee's recommendation and the President's  
2 recommendation will be submitted to the Chancellor.

3

4 **4. Committee Membership**

5

6 The Professional Development Committee shall be the same committee that was  
7 established in Section R, Paragraph 11 above.

8

9 **5. Criteria for Acceptance of Leave Application**

10

- 11 a. Faculty members who have been evaluated as in need of skills and/or knowledge  
12 upgrading, or
- 13 b. Faculty members for whom retraining is in the best interest of the District and  
14 the faculty member, and
- 15 c. Faculty members who can achieve the retraining objectives in four or fewer  
16 consecutive semesters.

17

18 **6. Criteria for Granting Leave**

19

20 To receive the leave, faculty members must be accepted in an education/retraining  
21 program, which will allow them to achieve the retraining objectives. Before the  
22 retraining leave begins, evidence of such acceptance shall be submitted to the Office  
23 of Employee Relations.

24

25 **7. Salary**

26

- 27 a. Retraining leave pay will be based on 75% of the approved leave portion of the  
28 employee's regular contract. For example, if an employee's regular contract  
29 is 1.0 and his or her approved retraining leave is 0.50, computation of pay is  
30 as follows: 0.50 at regular contract rate of pay; 0.50 at 75% of regular contract  
31 rate of pay.
- 32 b. In the case of a faculty member who retrains within a program or agency  
33 conducted by a private business enterprise or other non-academic agency  
34 acceptable to the District, the District shall pay the difference between his/her  
35 Peralta salary and the salary of the non-academic institution not to exceed 75%  
36 of salary. Pursuant to STRS regulations, faculty members will not be eligible  
37 for full-time (1.0) service credits.
- 38 c. While on retraining leave, a faculty member shall not be assigned an extra  
39 service assignment.
- 40 d. While on retraining leave, the salary the faculty member would have received if  
41 he/she had been in regular service shall be the basis for computing his/her  
42  
43  
44

1 compensation. Salary for retraining leave shall be paid in the same manner as  
2 that paid during regular service.

- 3  
4 e. Retraining leave shall count for full salary increments and health and welfare,  
5 sick leave, and retirement benefits. Credits earned while on retraining leave  
6 shall count toward advancement on the salary schedule upon receipt of official  
7 verification from an accredited institution or approved training program.

8  
9 **8. Service Obligation**

10 Recipients shall contract to serve the District for a period equal to twice the length of  
11 the leave after completion of a retraining leave. In the event of failure to render such  
12 a period of service after return from retraining leave, the grantee shall indemnify  
13 the District against the loss by furnishing suitable bond, or by executing a contract  
14 with the District binding the faculty member to return for at least the above period.

15  
16  
17 **9. Illness, Injury, Death**

18  
19 In case of injury to or illness of the faculty member while on retraining leave which  
20 prevents his/her completing the purpose of the leave, the leave will be terminated  
21 and all provisions for sick leave shall apply. If death prevents the member from  
22 fulfilling his/her agreement to return to service in the District, no repayment of salary  
23 shall be required of his/her estate. Upon return to service and prior to completion of  
24 obligatory years of service, if illness or injury qualifying for disability retirement  
25 occurs, the faculty member shall be exempt from further obligations relative to  
26 his/her leave.

27  
28 **10. Number of Retraining Leaves**

29  
30 The District will guarantee up to 5.0 FTE Retraining Leaves for the duration of this  
31 contract. Upon return to service following completion of a Retraining Leave, the  
32 District shall make every effort to assign the faculty member in his or her new area  
33 of expertise.

- 34  
35 11. In cases where a department, discipline, or program is less than three (3) FTE, one (1)  
36 FTE may be out on retraining leave in any one semester.

- 37  
38 12. Grievances pertaining to this section shall be limited to procedural violations.

39  
40 **T. Leave Banking Program**

- 41  
42 1. In order to encourage professional development and faculty revitalization, a Leave  
43 Banking Program is established. Upon request, the Leave Banking Program allows  
44 regular permanent (tenured) faculty to save up (or "bank") any contracted assigned  
45 "extra service" hours in lieu of immediate compensation. For example, in a future

1 semester, after fifteen (15) banked equated hours have been accumulated, the faculty  
2 member may exchange the banked hours for one full semester of leave at full pay.  
3

4 Probationary faculty are eligible to accrue Leave Banking hours. Upon approval of  
5 the Tenure Review Committee and College President, the probationary faculty  
6 member with two or more years of service may be granted Banked Leave.  
7

8 Partial contract (less than full-time) regular permanent (tenured) faculty members  
9 may accrue Leave Banking hours during the summer session calendar only.  
10

11 2. At the request of the faculty member, contracted assigned extra service and  
12 summer session hours shall be bankable. Extra service is defined as all assigned  
13 equated hours above a full-time load. If a full-time faculty member is "under  
14 loaded," he/she is not eligible for extra service and may therefore not accrue hours  
15 toward Banked Leave.  
16

17 3. A faculty member may bank up to a total of thirty (30) semester equated hours. If  
18 a faculty member reaches this limit, no additional hours may be banked until he/she  
19 uses the time or cashes it out.  
20

21 4. A faculty member may use banked equated hours for leaves of up to one (1) semester  
22 within two (2) years; or two (2) semesters within three (3) years. A faculty member  
23 may also use banked equated hours for partial leaves.  
24

25 5. A faculty member may not bank time while he or she is on Banked Leave.  
26

27 6. In the case of a protracted illness while a faculty member is on Banked Leave, which  
28 prevents his/her completing the leave, the Banked Leave will be terminated and all  
29 provisions for sick leave contained in this Agreement shall apply.  
30

31 7. When a Banked Leave is completed, the faculty member shall return to his/her  
32 regular assignment.  
33

34 8. In any one semester, not more than one (1) FTE out of three (3) FTE faculty  
35 members in a department, discipline, or program may be out on Banked Leave.  
36

37 9. In cases where a department, discipline or program is less than three (3) FTE, one (1)  
38 FTE may be out on Banked Leave in any one semester.  
39

40 10. In the event that more faculty are eligible in a given term for Banked Leave than are  
41 authorized to be on this leave, approval will be based on the District Seniority List  
42 for faculty members by date of hire.  
43

44 After a person takes a Banked Leave, he/she is rotated to the bottom of the seniority  
45 list for the department, discipline or program for Banked Leave purposes.

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A faculty member with a split load shall be counted in the department, discipline, or program where he/she has the majority of his/her load.

- 11. Extra service may be banked in whole or in part.
- 12. While a faculty member is on Banked Leave, he/she shall receive full salary payment, credit for anniversary salary step increments, health and welfare benefits, sick leave and retirement in the same manner as if he/she were on regular assignment.
- 13. Faculty members on Banked Leave may apply for Professional Development funds.
- 14. If granting all requested and authorized Banked Leaves would put the District out of compliance with State regulations, e.g., 75/25 ratio, the total number of faculty FTE (Full-Time Equivalent) authorized to take leaves will be reduced to comply with the State regulations, e.g., 75/25 ratio. The criteria for this reduction will be by seniority (date of hire) as specified in this article. Any person eliminated as a result of this paragraph will automatically be given first priority the next time he/she applies.
- 15. Banked Leave shall count towards accumulated time served and shall not constitute a break in service.
- 16. Every year, at the faculty member's request, he/she shall receive from the District an accounting of the number of equated hours and cash value accrued for each term/year that he or she has banked.
- 17. A faculty member who has accumulated hours toward Banked Leave may cash out some or all of the hours for documented critical financial emergencies<sup>2</sup> or to pay out nominal residual balances. The cashed-out hours shall be paid at the rate in force at which the funds were earned. In the case of death, disability, retirement,

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<sup>2</sup> "Documented critical financial emergencies" shall include one of the following documented events occurring within the six months preceding the request to cash out: death of unit member, death in their immediate family, bankruptcy, foreclosure, divorce, birth or adoption, retirement, termination, resignation, or permanent disability of the unit member, or their spouse or domestic partner.

Documentation must be submitted to the Vice Chancellor of Human Resources & Employee Relations.

For any other documented critical financial emergency (not listed above), such as a serious medical emergency in the immediate family, documentation shall be submitted to both the PFT President and the Vice Chancellor of Human Resources and Employee Relations, and the Vice Chancellor shall make the final decision as to whether the documented critical financial emergency meets the criteria of IRS Code 1.451-2 (Constructive receipt of income), after consultation with the PFT President.

1 resignation or termination for any reason, the amount of unused time shall be cashed  
2 out at its full value at the rate at which it was earned.

3  
4 18. Application

- 5  
6 a. The faculty member shall notify the Dean/Vice President that he/she wishes to  
7 accrue Leave Banking hours six (6) weeks before the start of the semester,  
8 summer session, or at the time of assignment, whichever is later. Such  
9 notification shall be in writing with the completion of applicable section(s) on  
10 Leave Banking Program Form (See Appendix).  
11 b. To utilize banked time, the faculty member must submit a completed Leave  
12 Banking Program Form to the Dean/Vice President by September 1st for Spring  
13 usage and by February 1st for Fall usage.  
14  
15 c. The District will notify the faculty member of approval or disapproval in writing  
16 by October 15<sup>th</sup> for Spring requests and by March 15<sup>th</sup> for Fall requests.  
17  
18

19 U. Family Care Leave

- 20  
21 1. Any eligible faculty member shall be granted an unpaid leave of absence for family  
22 care pursuant to California State Law and Federal Law, once they have exhausted  
23 all their paid leaves in this contract. This unpaid leave may be used  
24  
25 • for the birth and care of the newborn child of the employee;  
26 • for placement with the employee of a son or daughter for adoption or foster  
27 care;  
28 • to care for an immediate family member (spouse, child, or parent) with a  
29 serious health condition; or  
30 • to take medical leave when the employee is unable to work because of a  
31 serious health condition.  
32  
33 2. Faculty members on unpaid family care leave shall be covered by the District for  
34 medical, dental, life and disability benefits only.  
35 3. A faculty member shall be authorized to use of up to fifteen (15) days of accrued sick  
36 leave in any school year to care for an immediate family member (spouse, child, or  
37 parent) with a serious health condition.  
38