

ARTICLE 26: LEAVES

C. Sick Leave

1. Contract, Regular and Long-Term Substitute Employees

- a. Full-time faculty members (contract, regular and long-term substitutes) shall earn ten (10) days of sick leave for each contract year, to be credited as of the first day of assignment. Each “day” for the purposes of sick leave calculations is six (6) hours. Faculty who have more than a ten-month contract shall earn and accrue an additional day of sick leave for each additional month over the ten months contracted (i.e. 10 month employees receive 60 hours of sick leave; 11 month employees receive 66 hours of sick leave, 12 month employees receive 72 hours of sick leave.).
- b. Full-time faculty who utilize sick leave will do so at a rate of 6 hours per day of leave. A partial day of leave must be approved by the Vice President or designee.
- c. Less than full-time faculty members shall earn sick leave computed in the ratio that this assignment bears to a full-time load. The days shall be credited as of the first day of the faculty member's assignment and shall be available for use as of the first day of assignment.
- d. Unused portions of sick leave days shall be cumulative on a year-to-year basis, indefinitely, without limit, for all contract and regular faculty members.
- e. The District shall provide each faculty member once a year with a written statement of the accrued sick leave benefits to which they are entitled. Such statement shall be provided no later than October 31st of each academic year.
- f. Any employee who is on paid status while on sick leave, or other paid leave, shall continue to earn all employee sick benefits to which they are entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such period of absence.
- g. Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code. It shall be the responsibility of the employee to notify the District Personnel Office, in writing, of the name and address of the District by whom they were employed and request credit for the accumulated leave of absence for illness or injury to which they are, or had been, entitled at the time of separation.
- h. Any person utilizing sick leave benefits under provisions of this Article may be required to provide the District with a signed "Certificate of Illness" and, if absent more than five (5) consecutive duty days, may be

required to provide the college, upon return, with a statement from a physician verifying the illness or injury, and verifying the employee's fitness to return to duty.

- i. After all sick leave is exhausted, when a faculty member is absent from their 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 of the employee, the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill their position during their absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had they been employed.
- j. If sick leave is not transferred to another District pursuant to the California Education Code, all sick leave rights or accumulations shall be cancelled when an employee terminates employment with the District. Upon written request pursuant to the provisions of the Education Code, accumulated sick leave shall be transferred to a subsequent employing District within the school year succeeding the school year in which such employment is terminated.
- k. Employees who are members of the State Teachers' Retirement System shall be granted service credit for unused sick leave at the time of retirement, as determined by STRS. The service credit amount granted for unused sick leave is determined by dividing the number of accumulated unused sick leave days equivalent to the hours accrued in section (a) (as certified by the employer) by the number of service days required to complete a school year.
- l. 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.
- m. All sick leave accrued prior to January 1, 2026 shall not be impacted by changes to sick leave balance calculations.