Coast Community College District
ADMINISTRATIVE PROCEDURE
Chapter 7
Human Resources

AP 7340   Vacation and Leaves
(This is a new procedure)

Legal References:
Education Code Sections 87035, 87036, 87763 et seq. and 88190 et seq.;
Labor Code Section 234;
Internal Revenue Code Section 401

ALL EMPLOYEES

Sick Leave Procedures for all Employees
Unused sick leave shall be cumulative without limit during an employee's unbroken term of employment with the District. All accumulated sick leave privileges shall be cancelled, without cash value to the employee, when a person ceases to be a District employee, except that sick leave privileges accumulated by an employee may be transferred to another California public school or community college district at the employee's request in accordance with Education Code provisions.

The Chancellor or his/her designee may, at his/her discretion, require an employee to provide a doctor's certification of illness to support the employee's claim to sick leave or extended sick leave benefits or because there is reason to have concern regarding the employee's ability to do the job because of physical or mental condition.

The Chancellor or his/her designee may, at his/her discretion, require an employee to provide a doctor's certificate of employee fitness for return to the District assignments following an extended absence because of illness.

FACULTY
The applicable collective bargaining agreement with the District includes provisions on vacation and leaves.

Sick Leave for Faculty Members
The sick leave allowance for faculty members on specified full-time duty assignments shall be as follows:
- Two-Semester Duty 10 days
- Ten-Month Duty 11 days
Ten-and-a-half-Month Duty 11 days
Twelve-Month Duty 12 days

Faculty members on less than full-time duty will receive proportionate sick leave allowances.

Extended Sick Leave for Faculty Members
Regular faculty members absent on extended sick leave (absent from District assignments, because of illness, for a period which exceeds the period of accumulated sick leave, with the absence beyond the accumulated sick leave period to be known as the period of extended sick leave) shall be continued on the District payroll at daily rates of pay during extended sick leave as provided by the respective agreements between the recognized representatives of full-time faculty, and part-time faculty.

The total period of absence because of illness for any faculty member in any fiscal year cannot exceed 110 days (sick leave plus extended sick leave) unless faculty member has accumulated more than 100 days sick leave privileges.

Absences for Personal Reasons for Faculty Members
Absence for personal reasons unless otherwise provided will result in salary deduction based on the number of days absent multiplied by the daily rate of pay of faculty members.

Absence for personal reasons for a fractional part of a day will result in a pro-rata salary deduction.

Unpaid Leaves for Faculty Members
Unpaid leaves of absence may be granted upon request to the Board of Trustees and the recommendation of the Chancellor. Such leaves will be considered, consistent with the Education Code and the provisions in the appropriate collective bargaining agreement.

Advancement on Salary Schedule While on Leave for Faculty Members
Advancement on the schedule shall occur according to clear-cut and well-defined procedures in the case of leaves of absence.

1. Step (or vertical) advancement shall be restricted to those faculty members actually under contract except as otherwise provided and in employee status with the District. This includes those on sabbatical leaves and those exchange teachers covered by Education Code Sections 87422 and 87423.

2. Columnar (or horizontal) advancement takes into consideration professional improvement which should make an instructor a better faculty member. This may include college credit, travel, or approved work experience.

Vacation Period for Faculty Members Changing from Ten to Twelve-Month Schedule
Ten days of vacation with pay will be given to all faculty members who have had no vacation time and who have been employed by the District on a ten-month schedule and
are changed to a twelve-month schedule. Such vacation must be taken during the
summer period when change in assignment is made effective.

CLASSIFIED EMPLOYEES
The applicable collective bargaining agreement with the District includes provisions on
vacation and leaves. Where the terms of an applicable collective bargaining agreement
are more protective or beneficial to an employee, then the collective bargaining
agreement will prevail.

CONFIDENTIAL EMPLOYEES
Sick Leave for Confidential Employees
Each full-time confidential employee shall be granted sick leave (absence with full pay
during illness) at the rate of twelve (12) days sick leave for a full year of service to the
District, with proportionately smaller sick leave allowances for shorter periods of
employment.

Illness While on Vacation for Confidential Employees
Should a confidential employee become ill while on paid vacation, such an illness may be
considered, upon request, to be charged to accumulated sick leave.

A request shall be made to the employee’s supervisor immediately upon return to duty.
Documentation and/or a physician’s statement may be required. A portion or all of the
used vacation for illness may be restored provided adequate sick leave is available.

Extended Sick Leave for Confidential Employees
Employees of the District who are classified as confidential shall have extended sick leave
benefits as follows: Pay at not less than one half of the regular full-time rate of pay.

The total period of absence because of illness for any confidential employee in any fiscal
year cannot exceed 100 days (sick leave plus extended sick leave) unless an employee
has accumulated more than 100 days sick leave privileges.

Absence Due to Death in Immediate Family for Confidential Employees
Any confidential employees experiencing a death in his/her immediate family may be
granted leave by the Chancellor or designee, without loss of pay, for periods not to exceed
three days for each bereavement (or not to exceed five days for each bereavement if a
250 mile one-way travel is necessary).

Pursuant to Education Code Section 87788, members of the immediate family shall mean
the mother, father, grandmother, grandfather, or a grandchild of the employee or of
the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-
in-law, brother, or sister of the employee, or any relative living in the immediate
household of the employee. Pursuant to state law, this also applies to domestic partners.
Absence Due to Personal Necessity for Confidential Employees
Confidential employees may use as many as seven (7) days of accumulated sick leave in any academic year for instances of personal necessity for the following reasons:

- Death of a member of the employee’s immediate family (in addition to excused absence for this reason as described under the Board Policy titled “Absence Due to Death in Immediate Family”).
- Accident or illness involving his/her person or property or the person or properly of a member of his/her immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- Birth/Adoption leave – 2 days maximum.
- Personal business leave – 3 days maximum

Absence Because of Quarantine, Subpoena as Witness, Jury Duty for Confidential Employees

Quarantine
Confidential employees shall continue to receive remuneration from the District at the regular rate of pay for such period or quarantine by city or county health officers because of another person’s illness.

Subpoena as Witness
Confidential employees subpoenaed as a witness shall be paid by the District, for such time as responsibilities as a witness require them to be absent from the District assignment, at the regular rate of pay less the amount of the fees received for serving as a witness.

Jury Duty
A. The District agrees to grant to an employee called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the employee is required to perform jury duty. The District may require verification of jury duty time served.
B. An employee called for jury duty must notify the District of the service date(s) upon receiving said notice from officers of the court.
C. The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.

Vacation for Confidential Employees
Confidential employees are entitled to 22 vacation days for each full year of full-time service. Proportionate vacation allowance will be granted for periods of service of less than one year and/or less than full-time.

Vacation shall be in addition to other holidays granted by the Board of Trustees during any given school year.
Scheduling and approval of vacations should be agreed upon by the employee and his/her immediate supervisor.

The annual vacation accrual for confidential employees is earned on a pro-rata basis for each month of employment, but the full 22 days will be available for use July 1 each fiscal year. Employees who are in a paid status for more than one-half the working days in the month will accrue vacation for that month.

If an employee terminates employment and has been granted vacation, which has not yet been earned at the time of the termination, the District will deduct from the employee’s final check the full amount of earnings that were paid for in advance. Confidential employees will be required to sign a deduction authorization form when requesting the use of unearned vacation.

Confidential employees will be permitted to carry over no more than the equivalent of one year of vacation accrual from one fiscal year to the next. In addition to the year’s worth of days carried over, confidential employees will have access to the current year’s vacation accrual as well. Monthly posting of earned vacation will not be made to any confidential employee who has an excess of one year’s worth of earned vacation days.

Employees who terminate or retire generally will be required to use accrued vacation prior to the termination date, except that any unused accrued vacation may be paid in a lump sum upon:
   a. Termination or retirement from employment with the District; or
   b. Board approval of leave of absence.

Confidential employees who receive an accumulated vacation day payout in excess of $2,500 at separation from service or retirement from the District shall defer those amounts as an employer contribution to a third party administrator. Confidential employees who are entitled to an accumulated vacation day payout for an amount less than $2,500 have the option to defer those amounts as an employer contribution to a third party administrator.

The third party administrator accepts on behalf of the confidential employee the accumulated vacation lump sum payment, into an investment account for the benefit of the employee. The employee and the third party administrator will coordinate the receipt of the vacation lump sum payout either through periodic payments over a certain period of time or a lump sum distribution after separation from the District.

The lump sum payment to the third party administrator contractor is authorized through the Internal Revenue Service Code 401.

MANAGERS

Sick Leave for Managers
Each full-time manager shall be granted sick leave (absence with full pay during illness) at the rate of twelve (12) days sick leave for a full year of service to the District, with proportionately smaller sick leave allowances for shorter periods of employment.

**Illness While on Vacation for Managers**
Should a manager become ill while on paid vacation, such an illness may be considered, upon request, to be charged to accumulated sick leave.

A request shall be made to the employee’s supervisor, immediately upon return to duty. Documentation and/or a physician's statement may be required. A portion or all of the used vacation for illness may be restored provided adequate illness leave is available.

**Extended Sick Leave for Managers**
Managers shall have extended sick leave benefits as follows:

- **Academic Managers:** Pay at full-time rate less one-half of full-time rate OR less the rate of pay given a substitute employee, whichever provides the greater remuneration for the regular employee.
- **Classified Managers:** Pay at not less than one-half of the regular full-time rate of pay.

The total period of absence because of illness for any manager in any fiscal year cannot exceed 100 days for classified managers nor more than 110 days for academic managers (sick leave plus extended sick leave) unless an employee has accumulated more than 100 days sick leave privileges.

**Leaves of Absence for Managers**
Leaves of absence may be granted by the Board of Trustees for good and sufficient reasons. Requests for such leaves shall be reviewed by the Chancellor or designee prior to presentation to the Board of Trustees for their consideration. The Chancellor's or designee's recommendation shall accompany the request to the Board of Trustees.

**Absence Due to Death in Immediate Family for Managers**
Any manager experiencing a death in his/her immediate family may be granted leave by the Chancellor or designee, without loss of pay, for periods not to exceed three days for each bereavement (or not to exceed five days for each bereavement if a 250 mile one-way travel is necessary).

Pursuant to Education Code Section 87788, members of the immediate family shall mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. Pursuant to state law, this also applies to domestic partners.

**Absence Due to Personal Necessity for Managers**
Managers may use as many as six days of accumulated sick leave in any academic year for instances of personal necessity for the following reasons:
- Death of a member of the employee's immediate family.
- Accident or illness involving his/her person or property or the person or property of a member of his/her immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- Paternity leave - 1 day maximum.
- Necessary business leave - 3 days maximum.
- Personal Leaves - 3 days maximum.

**Absent Because of Quarantine, Subpoena as Witness, Jury Duty for Managers**

**Quarantine**
Managers shall continue to receive remuneration from the District at the regular rate of pay for such period or quarantine by City or County Health Officers because of another person's illness.

**Subpoena as Witness**
Managers subpoenaed as a witness shall be paid by the District for such time as responsibilities as a witness require to be absent from the District assignment, at the regular rate of pay less the amount of the fees received for serving as a witness.

**Jury Duty**
A. The District agrees to grant to an employee regularly called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the employee is required to perform jury duty. The District may require verification of jury duty time served.
B. An employee called for jury duty must notify the District of the service date(s) upon receiving said notice from officers of the court.
C. The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.

**Vacation for Managers**
1. Managers shall be entitled to holidays as designated in the District calendar.
2. Managers employed full time (12 months) are entitled to 22 vacation days for each full year of service. Such vacation may be taken in the academic year following the year in which it was earned.
3. Vacation shall be in addition to other holidays granted by the Board of Trustees during any given academic year.
4. Managers shall also be granted one administrative holiday. Administrative holidays are not cumulative and will be eliminated entirely, effective July 1, 2008.
5. Managers employed full time for less than twelve months shall receive pro-rata vacation.
6. Time of vacation to be taken is at the discretion of the Chancellor or designee. The time of vacation of the Chancellor shall be at the discretion of the Board of Trustees.
7. Managers who terminate generally will be required to use accrued vacation prior to the termination date, except that any unused accrued vacation may be paid in a lump sum upon:
   a. Termination from employment with the District; or
   b. Board approval of leave of absence; or
   c. Change of status from manager to faculty member.

8. Managers will be permitted to accumulate 44 days of vacation. Vacation days will not be earned beyond 44 days effective July 1, 2003. Effective July 1, 2008, the District will allow managers a maximum vacation carryover of 22 days per year. Managers will submit to their supervisors a tentative vacation schedule by August 31 of each year to be adjusted as needed.

Upon retirement from the District, managers with accumulated vacation will be paid a lump sum payment for accumulated days of vacation through the third party administrator.

**Lump Sum Vacation Payment for Managers**
Managers who receive an accumulated vacation day payout at separation from service or retirement from the District shall defer those amounts as an employer contribution to a third party administrator.

The third party administrator accepts, on behalf of the manager, the accumulated vacation lump sum payment into an investment account for the benefit of the manager.

The manager and the third party administrator will coordinate the receipt of the vacation lump sum payout either through periodic payments over a certain period of time or a lump sum distribution after separation from the District.

The lump sum vacation payment to the third party administrator contractor is authorized through the Internal Revenue Code Section 401.

**Ratified: xx/xx/xx**