



Shasta-Tehama-Trinity Joint Community College District

Appendix A to

Classified Administrator Employment Agreement

Leaves of Absence and Insurance Benefits

Effective 07/1/97

Revised 10/09/13, 03/29/15, 07/01/17, 07/01/19, 07/01/22

Shasta-Tehama-Trinity Joint Community College District
Appendix A to
Classified Administrator Employment Agreement
Leaves of Absence and Insurance Benefits

Section 1. Leaves of Absence

1.1 Definitions

1.1.1 Immediate family means the mother, father, step-parents, grandmother, grandfather, or grandchild of the bargaining unit member or their spouse or registered domestic partner and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, step-child, niece, nephew, brother-in-law, sister-in-law, brother, or sister of the bargaining unit member, or any legal dependent or relative living in the immediate household of the Administrator. *(Rev. 7/1/19)*

1.1.2 Paid Leave--any leave during which the Administrator receives any remuneration from the District in the form of salary and/or fringe benefits. All other leaves will be considered unpaid.

1.2 Short-Term Leaves

1.2.1 Absences

Unless otherwise provided for in this Agreement, the Administrator shall not be absent from the College campus during his/her scheduled assignment without prior notification and approval from the Superintendent/President or designee.

1.2.2 Bereavement Leave

Administrator is entitled to a leave of absence, not to exceed five (5) days, in the event of a death of any member of his/her immediate family. No deduction shall be made from the Administrator's salary nor shall such leave be deducted from other leaves granted by the Board of the District.

1.2.3 Witness and Jury Duty

Administrator will be granted leave of absence when he/she has been called for jury duty in the manner provided by law. The District shall grant such leaves of absence with pay up to the amount of the

difference between the Administrator's regular earnings and any amount received for jury or witness fees.

In practice, Administrator will endorse his/her juror's or witness' fees to the District and receive his/her regular District salary. Mileage and meal allowances will be paid directly to the Administrator. If fees are not endorsed to the District, the leave will be granted without pay. Only those fees received by the Administrator attributable to scheduled hours of employment shall be subject to the endorsement policy.

1.2.4 Personal Necessity

Any days of leave of absence for illness or injury allowed under this Agreement may be used by an Administrator in case of personal necessity, not to exceed seven (7) days in any Agreement year.

1.2.5 Military, National Guard, and Reserve

Administrator shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

1.2.6 Personal Illness and Injury

- a. Administrator shall accrue one (1) day of paid sick leave per month of employment. Accumulation is permissible without limit during Administrator's employment.
- b. An Administrator desiring sick leave allowance is required to submit a written absence report within two (2) working days after return to duty.
- c. If the absence exceeds five (5) working days, the Administrator shall be required to provide a physician's written verification of illness and a release to return to duty.
- d. An Administrator who reports to work for at least four (4) hours of the day shall not be charged for leave or vacation usage.
(Rev. 7/1/19)
- e. When Administrator is absent from duty 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 his/her employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum

which is actually paid a substitute employee to fill this position during an absence.

- f. When Administrator is absent from duty on account of illness for a period of more than five (5) school months, or when Administrator is absent from duty for a cause other than illness, the amount deducted from the salary due for the month(s) in which the absence occurs shall be determined by the Board.

1.2.7 Industrial Accident and Illness Leave

- a. Industrial Accident and Illness Leave shall be for not more than sixty (60) days during which the College is required to be in session or when the Administrator would, otherwise, have been performing work for the District in any one fiscal year for the same accident. Such Industrial Accident and Illness Leave shall commence on the first day of absence and shall not be accumulated from year to year.
- b. When Administrator is absent from duty due to an industrial accident or illness, the Administrator shall be paid the portion of the salary due for any months in which the absence occurs as, when added to the temporary disability indemnity under Division 4.5 of the Labor Code, will result in a payment of no more than Administrator's full salary. The phrase "full salary" shall be computed so that it shall not be less than Administrator's average weekly earnings, as that phrase is utilized in Section 4453 of the Labor Code. The maximum minimum average weekly earnings set forth in Section 4452 of the Labor Code shall, otherwise, not be deemed applicable.
- c. Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability indemnity award. When an Industrial Accident and Illness Leave overlaps into the next fiscal year, Administrator shall be entitled to only the amount of unused leave due for the same illness or injury.
- d. Upon termination of the Industrial Accident and Illness Leave, Administrator shall be entitled to sick leave benefits or any other applicable leave as outlined in this Appendix or his/her employment agreement; and the absence shall be deemed to have commenced on the date of termination of the Industrial Accident and Illness Leave, provided that if Administrator continues to receive temporary disability indemnity, Administrator may elect to take as much accumulated sick leave

which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.

- e. During any paid leave of absence, Administrator shall endorse to the District the temporary disability indemnity check received on account of the industrial accident or illness. The District, in turn, shall issue the Administrator appropriate salary warrants for payment of the Administrator's salary and shall deduct normal retirement and other authorized contributions.
- f. An Administrator receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

1.3 Long-Term Leaves

1.3.1 Parental and Bonding Leave

Administrator may use accumulated paid leave for parental leave for up to 12 workweeks. Parental leave may be taken incrementally or consecutively, but must be taken within 12 months following the date of birth or adoption of a child. Administrator exhausting all current and accumulated paid leave before receiving all 12 workweeks of parental leave will be paid 50% of their regular salary for the remaining portion of their parental leave as long as they meet the eligibility requirements of the California Family Rights Act.

(Rev. 7/1/19)

1.3.2 Benefits While on Leave

1.3.2.1 Paid Leave

Unless otherwise provided in this Appendix, an Administrator on a paid leave of absence shall be entitled to:

- a. Return to the same position held immediately before commencement of the leave;
- b. Receive credit for any annual salary increments provided during this leave; and
- c. Receive all other fringe benefits outlined in this Appendix and his/her employment agreement including, but not limited to, insurance and

retirement benefits to the extent not expressly prohibited by law.

1.3.2.2 Unpaid Leave

Administrators on unpaid leave shall be entitled to benefit coverage at their own expense to the extent permitted by the insurance carrier. Administrators on unpaid leave cannot maintain retirement system benefits for the time while on leave.

1.3.3 Family and Medical Leave

Administrator is eligible for unpaid family and medical leave pursuant to applicable Federal and State law (e.g. the Family Medical Leave Act of 1993 and the California Family Rights Act of 1991).

Section 2. Benefits

2.1 Insurance Coverage

The District shall provide Administrator and his/her eligible dependents with the same level of group health insurance, group dental insurance and group vision insurance as the District provides for District academic employees through the Shasta-Trinity Schools Insurance Group JPA. Unless agreed to otherwise, on July 1 of each year the District shall continue to pay the same amount as agreed to for the previous year.

2.1.1 Life Insurance

The District shall pay the full insurance premium for California Association of Community Colleges Decreasing Term Life Insurance Plan C.

2.2 Health Insurance Coverage for Retired Administrator

2.2.1 The District shall provide eligible retired Administrator (including only those eligible dependents enrolled at the time of retirement) with group health insurance as provided to current classified administrators. Eligible retired administrators are those who retire from the District and (within 6 months thereafter) retires under PERS or STRS having attained the age of fifty-five (55), having rendered fifteen (15) years of full-time service to the District, subject to the following limitations: *(Rev. 07-01-17)*

For administrators hired prior to September 1, 1989, the District shall pay the full premium (including any portion of the premium applicable to dependents enrolled at the time of retirement).

For administrators hired September 1, 1989 through June 30, 1997, the District shall contribute a maximum of \$847 towards the health insurance premium of Administrator (including coverage for eligible dependents). Dependents enrolled at the time of retirement can remain on Administrator's coverage. Administrator must be age fifty-five (55), have five (5) or more years of full-time service to the District, retire from the District and (within 6 months thereafter) retire under PERS or STRS.

- 2.2.2 For Administrators hired on or after July 1, 1997, but prior to January 1, 2014, the District shall contribute a maximum of \$847 towards the health insurance premium of Administrator (including coverage for eligible dependents). Dependents enrolled at the time of retirement can remain on Administrator's coverage. Administrator must be age fifty-five (55), have five (5) or more years of full-time service to the District and shall retire from the District, and, within six months thereafter, shall retire under PERS or STRS. Coverage shall continue during retirement month-to-month based on one-year of medical benefits for each year of past service to Shasta College but no longer than the retiree attaining the usual age of Medicare eligibility (currently age 65), or upon the retiree being actively enrolled in Medicare, whichever occurs first. For example, if Administrator retires at age fifty-eight (58) with six (6) years and three (3) months of service to Shasta College, coverage shall continue until Administrator has exhausted six (6) years and three (3) months of insurance benefits or has reached Medicare eligibility, whichever comes first.

(Rev. 03/29/15. 07/01/17)

Administrators hired before July 1, 1997, may qualify for benefits under this section or under section 2.2.1.

If retiree dies before exhausting the maximum benefit under this section the beneficiary may continue coverage until deceased employee would have reached Medicare eligibility or exhausted coverage, whichever comes first.

For administrators hired on or after July 1, 1997, this provision does not provide for vesting of retiree insurance benefits until retirement.

- 2.2.3 New employees to the District under this classification who are hired on or after January 1, 2014 will no longer receive any monetary

contribution from the District for post-employment health benefits.
(Rev. 10/09/13)

2.2.4 Administrators who previously served in non-administrative District employment shall, at their time of retirement, make a one-time election to select either (1) post-retirement health benefits they are eligible to receive by virtue of their administrative employment; or (2) post-retirement health benefits they are eligible to receive by virtue of their prior non-administrative District employment, provided they satisfy all applicable terms and conditions to receipt of such benefits (crediting both years served in such capacity and years served in an administrative capacity).

2.2.5 General Retirement Provisions:

For purposes of this Appendix A to the Classified Administrator Employment Agreement: (1) an employee's date of hire is their first date of employment in a position qualifying for District-paid health insurance regardless of position classification; and (2) an employee's years of service shall be calculated on the basis of years served in a position qualifying for District-paid health insurance.

In no event shall the District provide a higher benefit level of coverage for any retired administrative employee than the District provides for actively employed administrative employees.

At the time of retirement, administrative retirees shall be entitled to enroll in District dental and vision on the same terms as apply to active administrative employees, except the retiree shall pay the entire premium. The retiree may only maintain such coverage thereafter so long as they remain continuously enrolled.

If a retiree enrolls in District health, dental or vision insurance coverage requiring retiree payment of any portion of the premium, the retiree shall pay their annual portion of the premium in advance, on such terms as the District specifies, as a condition of enrollment or continued enrollment in such coverage. *(Rev. 07/01/17)*

2.3 Payroll Deductions

The District shall provide payroll deduction service for Administrator for tax sheltered annuities, credit unions, and life insurance.

2.4 Payroll Direct Deposit

The District shall provide for direct deposit of Administrator's payroll checks by electronic deposit or delivery. The District shall be obligated to make direct deposits only to bank, credit union, or savings and loan branches with at least fifteen (15) Shasta College staff members requesting the service and whose place of business for deposits is located within the City of Redding. The entire paycheck must be deposited at the same branch.

2.5 Reimbursement Rate for Travel Expenses

The reimbursement rate for travel expenses shall be the Standard Business-Use Mileage Rate established by the U.S. Internal Revenue Service. The District will pay the IRS rate at the time of travel. *(Rev. 07/01/22)*
