Illness Leave Issue

Full-time faculty have taken paid formal illness leaves (Article 25.E) and have worked outside the district for pay or have expected, while on illness leave, to be offered adjunct teaching for the semester that they expect to return.

Personnel Guild B 433 (and the language in Article 25.E.11 is similar) states, “An illness leave period is considered as beginning on the first day for which illness is claimed at the time the employee usually reports for work extending through the last day for which illness is claimed until the time the employee usually leaves the job,” and concludes, “If, between these two times, the employee is engaged in any gainful employment, he [or she] will be required to forfeit any illness pay claimed during the period of employment.”

In addition, language in Education Code 87787 prohibits out-of-state travel during illness leave.

The first issue is obvious: if the employee is too ill to be at work and is receiving illness pay, he or she shouldn’t be working for pay elsewhere.

The second issue, accepting or expecting, during illness leave, an adjunct assignment is problematic.

Article 16.4 states that offers for an adjunct position must be made by the end “of the 10th week of the fall or spring semester, whenever possible.” “Whenever possible.” Using caution with the adverbial phrases in the Agreement has been a topic before in this Review. In other words, if a full-time instructor is currently on an illness leave, has indicated on the leave papers of continuing the leave into the next semester, it is reasonable for the college not to offer a class to the instructor for the indicated leave period if the instructor gives the college no other information to the contrary before the end of the 10th week of the semester prior to the adjunct assignment.

Another reminder: “Formal Illness Leave,” if the absence goes “twenty or more consecutive working days, [requires the instructor to] submit a … Leave of Absence Request Form accompanied by an Attending Physician’s Statement signed by a licensed physician … verifying … the employee cannot work because of illness or injury…” or that of an immediate member of the family (25.E.9.b). “Informal Illness Leave” is fewer
When a probationary instructor receives "needs to improve," then receives a final "unsatisfactory" on a succeeding peer evaluation, and finally an "unsatisfactory" on an administrative evaluation, the union response is the same as for a tenured person who receives "charges" leading to dismissal, that is, to grieve on campus, with an eye toward arbitration.

Is the union’s grieving, however, fair to the department that has worked four years with the instructor and arrived at a negative summary? Does the probationary faculty member have the same "right to fair representation" that the tenured member has?

Probationary evaluations were administrative processes 40 years ago. Personnel Guide 380 (1970; revised 1973) outlined the committee composition, the process, and the goals of the process. Included were forms for Self Evaluation, Peer Evaluation, and Student Evaluation. The committee included the dean, a faculty member selected by the department, and a faculty member selected by the evaluated. The dean (who at the time was equivalent in administration to today’s campus vice-president; there were no vice-presidents) chaired the committee, overseeing the process. The dean often was the only one to visit the classroom and observe.


The Agreement of July, 1980 through June 30, 1983, and all subsequent contracts have detailed the probationary (contract) evaluation committee as a true peer evaluating body, with the department chair as committee head and two other department members on it. The committee has since included an academic senate representative, and the chair may not necessarily head the committee. The hard-fought issue was the peer aspect of regular and contract instructors’ evaluations.

Before collective bargaining, the obvious issue was who better informed to consider that a person receives tenure than his or her peers in the department, such as Biology, when the dean had a degree in Accounting. The priority of who was better qualified also reflected a time when faculty generally considered deans, and other administrators, as “them.”

Faculty members are often the most critical of each other. Even so, the value of a peer evaluation is a central union principal.

Dismissal as a grievable issue is problematic since laws govern a person’s rights in the situation. As stated above, a tenured person has a right to fair representation, including advice on answering the district’s charges that are based on an evaluation process of his or her peers, followed by an administrative evaluation. Rights of fair representation include a hearing before an administrative hearing before an administrative hearing before an administrative

Prob. Evals (cont.)

Prob. Evals. (cont.)
law judge with the representation of the Guild during the process.

The *probationary* faculty does not *necessarily* have all the same