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PROPOSAL FROM
THE STATE CENTER COMMUNITY COLLEGE DISTRICT
TO THE STATE CENTER FEDERATION OF TEACHERS (SCFT)
January 15, 2026

The following collective bargaining proposal submitted by the State Center Community College District to the State Center Federation of Teachers (SCFT) is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

ARTICLE 22A (FULL-TIME)
LEAVES WITH PAY
(ONLY APPLICABLE TO FULL-TIME FACULTY)
[FT - Art. 18-A]

Section 22A. 1. SICK LEAVE PROVISIONS:

22A.1. A. Sick Leave Accrual:

1. Sick leave for a unit member's illness or injury will be granted to each unit member as follows:

Annual Duty Days	Days of Sick Leave Accrued Annually
<u>220-229-205</u>	12.0
<u>210-219-191</u>	11.5
<u>200-209-181</u>	11.0
<u>190-199</u>	<u>10.5</u>
<u>177-189-178</u>	10.0

If additional duty days are assigned to a unit member their total days of sick leave accrued will also be increased in accordance with this chart.

2. Hourly Sick Leave – Unit members assigned any overload will accrue sick leave at the rate of one (1) hour earned 0.15 day for each eighteen (18) hours of instructional or non-instructional duties in fall and spring semesters up to a total maximum annual sick leave accrual of twelve (12) days. Full-time faculty teaching during the summer do not accrue additional hourly sick leave. [From Art. 22B.1 below.] Overload sick leave does not transfer to STRS for earned service credit upon retirement. This will be referred to as “hourly sick leave”.

[Fall and Spring only Applicable to Instructional faculty.

Conversion of sick leave for overtime and part-time will be addressed in a separate MOU.]

3. Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.
4. One (1) day of sick leave will be deducted for a day's absence because of illness or injury.

If a unit member is absent because of illness or injury for less than a full day, the following chart should be used as a guideline for calculating the sick leave that will be deducted:

<u>HOURS OF SCHEDULED DUTIES PER DAY (INCLUDING OFFICE HOURS AND OVERLOAD)</u>												
<u>HOURS ABSENT</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
<u>1</u>	<u>1</u> <u>day</u>	<u>0.5</u> <u>day</u>	<u>0.34</u> <u>day</u>	<u>0.25</u> <u>day</u>	<u>0.19</u> <u>day</u>	<u>0.16</u> <u>day</u>	<u>0.16</u> <u>day</u>	<u>0.13</u> <u>day</u>	<u>0.13</u> <u>day</u>	<u>0.09</u> <u>day</u>	<u>0.09</u> <u>day</u>	<u>0.09</u> <u>day</u>
<u>2</u>		<u>1</u> <u>day</u>	<u>0.66</u> <u>day</u>	<u>0.5</u> <u>day</u>	<u>0.41</u> <u>day</u>	<u>0.34</u> <u>day</u>	<u>0.28</u> <u>day</u>	<u>0.25</u> <u>day</u>	<u>0.22</u> <u>day</u>	<u>0.19</u> <u>day</u>	<u>0.19</u> <u>day</u>	<u>0.16</u> <u>day</u>
<u>3</u>			<u>1</u> <u>day</u>	<u>0.75</u> <u>day</u>	<u>0.59</u> <u>day</u>	<u>0.5</u> <u>day</u>	<u>0.44</u> <u>day</u>	<u>0.38</u> <u>day</u>	<u>0.34</u> <u>day</u>	<u>0.31</u> <u>day</u>	<u>0.28</u> <u>day</u>	<u>0.25</u> <u>day</u>
<u>4</u>				<u>1</u> <u>day</u>	<u>0.81</u> <u>day</u>	<u>0.66</u> <u>day</u>	<u>0.56</u> <u>day</u>	<u>0.5</u> <u>day</u>	<u>0.44</u> <u>day</u>	<u>0.38</u> <u>day</u>	<u>0.38</u> <u>day</u>	<u>0.34</u> <u>day</u>
<u>5</u>					<u>1</u> <u>day</u>	<u>0.84</u> <u>day</u>	<u>0.72</u> <u>day</u>	<u>0.63</u> <u>day</u>	<u>0.56</u> <u>day</u>	<u>0.5</u> <u>day</u>	<u>0.47</u> <u>day</u>	<u>0.41</u> <u>day</u>
<u>6</u>						<u>1</u> <u>day</u>	<u>0.84</u> <u>day</u>	<u>0.75</u> <u>day</u>	<u>0.66</u> <u>day</u>	<u>0.59</u> <u>day</u>	<u>0.53</u> <u>day</u>	<u>0.5</u> <u>day</u>
<u>7</u>							<u>1</u> <u>day</u>	<u>0.88</u> <u>day</u>	<u>0.78</u> <u>day</u>	<u>0.69</u> <u>day</u>	<u>0.63</u> <u>day</u>	<u>0.59</u> <u>day</u>
<u>8</u>								<u>1</u> <u>day</u>	<u>0.88</u> <u>day</u>	<u>0.81</u> <u>day</u>	<u>0.72</u> <u>day</u>	<u>0.66</u> <u>day</u>
<u>9</u>									<u>1</u> <u>day</u>	<u>0.91</u> <u>day</u>	<u>0.81</u> <u>day</u>	<u>0.75</u> <u>day</u>
<u>10</u>										<u>1</u> <u>day</u>	<u>0.91</u> <u>day</u>	<u>0.84</u> <u>day</u>
<u>11</u>											<u>1</u> <u>day</u>	<u>0.91</u> <u>day</u>
<u>12</u>												<u>1</u> <u>day</u>

If a unit member was assigned and missed a class that is calculated as an overload assignment due to illness or injury, unit member will use their accumulated Hourly Sick Leave.

Example: Instructor A has three (3) classes and an office hour scheduled on a particular day. The instructor does their office hour and two (2) of the scheduled classes, but gets very ill and has to miss their third class. Instructor A's contractual obligation for the day was four (4) hours (three (3) one-hour courses and one (1) office hour), and they met seventy-five (75%) of that obligation so they will report twenty-five hundredths (0.25) days sick time on the Academic Absence Form.

Example: Instructor B has three (3) classes and an office hour scheduled on a particular day. The instructor does their office hour and two (2) of the scheduled classes, but gets very ill and has to miss their third class. While the first two (2) classes were part of Instructor B's contract load, the third class was a Schedule B overload class. Instructor B's contractual obligation for that day was three (3) hours (two (2) one-hour courses and one (1) office hour), and they met one hundred percent (100%) of that obligation so they will not report having missed any workdays on the Academic Absence Form. They will, however, need to fill out the Academic Absence Form specific to Schedule B work and will report having missed one (1) hour.

[Moved to 22.A.1.B below, as modified.]

70 5. At the beginning of each academic year, every unit member will receive a sick leave allotment
71 credit equal to their entitlement for the academic year. A unit member may use this credited
72 sick leave anytime during the academic year.

74 56. Any unit member who is in paid status while on sick leave, sabbatical, or other paid leave will
75 continue to earn all leave benefits to which entitled if employed full-time. A unit member who
76 is on a leave of absence without pay will retain all accumulated sick leave benefits but will not
77 accrue any additional sick leave benefits during such periods of absence.

79 67. Where a unit member has exhausted their sick leave benefits and is absent from work because
80 of illness or accident, whether or not the absence arises out of or in the course of the
81 employment of the unit member, the unit member will receive fifty percent (50%) of their regular
82 salary during the period of such absence up to a maximum of five (5) school months. This
83 leave is referred to in this Agreement as "extended sick leave".

85 78. Sick leave credit received by transfer from the previous employer of a new unit member will be
86 accepted pursuant to the provisions and limitations provided in the Education Code.

88 It will be the responsibility of the unit member to notify the Human Resources Office, in writing,
89 of the name and address of the District by which he/she was last employed and to request
90 credit for the accumulated sick leave to which they are, or were, entitled at the time of
91 separation.

93 89. All sick leave rights or accumulations will be canceled when a full-time unit member severs all
94 official connection with the District as an employee, except that accumulated sick leave may
95 be transferred to a subsequent employing district upon request pursuant to the provisions of
96 the Education Code.

98 **22A.1.B. Sick Leave Utilization**

100 [The District is tentatively agreeable with the move in language with the caveat that it reserves the
101 right to review the placement once the article is finalized.]

103 1. **DAY UTILIZATION: One (1) day of sick leave will be deducted for a day's absence
104 because of illness or injury.**

106 **HOURLY UTILIZATION: If a unit member is absent because of illness or injury for less
107 than a full day:** **a) Non-Instructional faculty: A duty day is based on 7 hours of
108 assigned time per day, therefore for every hour missed will equal a total of 0.15 day will
109 be deducted.** **b) Instructional Faculty should utilize** the following chart **should be used**
110 as a guideline for calculating the sick leave that will be deducted:

HOURS ABSENT	HOURS OF SCHEDULED DUTIES PER DAY (INCLUDING OFFICE HOURS AND OVERLOAD)											
	1	2	3	4	5	6	7	8	9	10	11	12
1	1 day	0.5 day	0.34 day	0.25 day	0.19 day	0.16 day	0.16 day	0.13 day	0.13 day	0.09 day	0.09 day	0.09 day
2	-	1 day	0.66 day	0.5 day	0.41 day	0.34 day	0.28 day	0.25 day	0.22 day	0.19 day	0.19 day	0.16 day
3	-	-	1 day	0.75 day	0.59 day	0.5 day	0.44 day	0.38 day	0.34 day	0.31 day	0.28 day	0.25 day
4	-	-	-	1	0.81 day	0.66 day	0.56 day	0.5 day	0.44 day	0.38 day	0.38 day	0.34 day

				<u>day</u>	<u>day</u>	<u>day</u>	<u>day</u>	<u>day</u>	<u>day</u>	<u>day</u>	<u>day</u>	<u>day</u>
<u>5</u>	-	-	-	-	<u>1</u> <u>day</u>	<u>0.84</u> <u>day</u>	<u>0.72</u> <u>day</u>	<u>0.63</u> <u>day</u>	<u>0.56</u> <u>day</u>	<u>0.5</u> <u>day</u>	<u>0.47</u> <u>day</u>	<u>0.41</u> <u>day</u>
<u>6</u>	-	-	-	-	-	<u>1</u> <u>day</u>	<u>0.84</u> <u>day</u>	<u>0.75</u> <u>day</u>	<u>0.66</u> <u>day</u>	<u>0.59</u> <u>day</u>	<u>0.53</u> <u>day</u>	<u>0.5</u> <u>day</u>
<u>7</u>	-	-	-	-	-	-	<u>1</u> <u>day</u>	<u>0.88</u> <u>day</u>	<u>0.78</u> <u>day</u>	<u>0.69</u> <u>day</u>	<u>0.63</u> <u>day</u>	<u>0.59</u> <u>day</u>
<u>8</u>	-	-	-	-	-	-	-	<u>1</u> <u>day</u>	<u>0.88</u> <u>day</u>	<u>0.81</u> <u>day</u>	<u>0.72</u> <u>day</u>	<u>0.66</u> <u>day</u>
<u>9</u>	-	-	-	-	-	-	-	-	<u>1</u> <u>day</u>	<u>0.91</u> <u>day</u>	<u>0.81</u> <u>day</u>	<u>0.75</u> <u>day</u>
<u>10</u>	-	-	-	-	-	-	-	-	-	<u>1</u> <u>day</u>	<u>0.91</u> <u>day</u>	<u>0.84</u> <u>day</u>
<u>11</u>	-	-	-	-	-	-	-	-	-	-	<u>1</u> <u>day</u>	<u>0.91</u> <u>day</u>
<u>12</u>	-	-	-	-	-	-	-	-	-	-	-	<u>1</u> <u>day</u>

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113 **Example: Instructor X has three (3) classes and an office hour scheduled on a particular**
114 **day. The instructor does their office hour and two (2) of the scheduled classes, but gets**
115 **very ill and has to miss their third class. Instructor X's contractual obligation for the day**
116 **was four (4) hours (three (3) one-hour courses and one (1) office hour), and they met**
117 **seventy-five (75%) of that obligation so they will report twenty-five hundredths (0.25)**
118 **days sick time on the Academic Absence Form.**

119
120 **Example: Instructor B Z has four (4) classes and an office hour scheduled on a particular**
121 **day. The instructor does their office hour and three (3) of the scheduled classes, but gets**
122 **very ill and has to miss their fourth class. While the first three (3) classes were part of**
123 **Instructor Z's contract load, the fourth class was a Schedule B overload class. Instructor**
124 **Z's contractual obligation for that day was five (5) hours (three (3), one-hour courses as**
125 **part of their regular load, one (1) one-hour course as overload and one (1) office hour),**
126 **and they met eighty percent (80%) of that obligation. They will need to report twenty**

127 **[Moved from 11A.1.A.4 above, as modified.]**

128
129 **240.** Any unit member will have the right to utilize sick leave necessitated by pregnancy,
130 miscarriage, childbirth, and recovery therefrom.

131
132 **344.** A unit member may use their sick leave for purposes of parental leave for a period of up to
133 twelve (12) work weeks. The amount of leave, when combined with other leaves under the
134 California Family Rights Act (CFRA), will not exceed twelve (12) work weeks.

135
136 a. Unit members are not required to use sick leave while on parental leave, and may opt
137 to stay in unpaid status. However, unit members are permitted to use sick leave during
138 parental leave. There is no limit on the number of days of sick leave that a unit member
139 may take during parental leave, but the parental leave will not exceed twelve (12) work
140 weeks.

141
142 b. A unit member who takes, and exhausts, all available sick leave while on parental leave
143 may receive extended sick leave for the remaining portion of the parental leave period.
144 In no event will the application of paid sick leave and extended sick leave entitle the
145 unit member to additional beyond the CFRA leave period.

147 c. Unit members who are not eligible for CFRA leave, solely because they have not
148 provided at least one thousand, two hundred fifty (1,250) hours of service in the twelve
149 (12) months immediately preceding the request, are eligible to take parenting leave
150 under this Article.

151
152 124. Unit members can access a current accounting of their accumulated sick leave on the District
153 internet site.

154
155 135. Any unit member utilizing sick leave benefits under provisions of this Article will provide the
156 administration with a signed absence form on their first day back to work. An electronic
157 timekeeping system may be implemented to track absences and hourly assignments.

158
159 146. After a unit member is absent three (3) or more consecutive duty days, he or she will provide
160 the administration, upon request, a statement from a health care provider verifying their fitness
161 to return to duty. A member absent for more than three (3) duty days will notify their immediate
162 supervisor of their approximate return date. The District may require an employee to provide
163 physician's certification for use of sick leave after five (5) four (4) three (3) consecutive days
164 of absence.

165
166 157. Sick leave may be utilized by any unit member when quarantined by the County Health Officer
167 because of another's illness. Such quarantine must be verified by the County Health Officer.

168
169 168. If a unit member has used more sick leave than has been earned or accrued, that deficit, in a
170 dollar amount calculated from the equivalent daily or overload rate for that member, will be
171 deducted from the next available salary warrant.

172
173 **22A.1.BC.** Catastrophic Leave Bank:

174
175 **Catastrophic Leave Bank provides a reserve of sick leave days for eligible members who may need**
176 **assistance with and/or deal with a catastrophic illness or injury. A Catastrophic illness or injury is**
177 **an illness or injury that is expected to incapacitate the unit member or any one (1) of the following**
178 **individuals for an extended period of time: unit member's parents, spouse/registered domestic partner,**
179 **children, legal dependent, or other member of the immediate household. Catastrophic illness or injury**
180 **requires the unit member to take time off from work for an extended period of time to care for themselves**
181 **or an eligible individual, and taking time off work creates a financial hardship for the unit member**
182 **because they have exhausted all of their sick leave and all other paid time off available to the employee.**
183 **Catastrophic illness or injury does NOT include stress-related illness, elective surgery, normal**
184 **pregnancy, Workers' Compensation claims, disabilities resulting from the current use of alcohol or**
185 **drugs, intentionally self-inflicted injuries, or normal illness such as colds, flu, allergies, headaches, etc.**

186
187 **In the event of a catastrophic illness or injury, upon approval by the committee, unit members**
188 **may convert accumulated hourly sick leave to daily sick leave accrued as a part-time faculty at**
189 **the rate of one (1) day for every four (4) hours of sick leave earned. This conversion is allowed**
190 **only after all daily sick leave has been exhausted.**

191
192 Full-time faculty are not eligible to contribute nor withdraw from this Catastrophic Leave Bank for their
193 overload or summer session assignments.

194
195 1. The Catastrophic Leave Bank program will be administered by a District/Federation committee
196 composed of five (5) members: three (3) appointed by the Federation, and two (2) appointed
197 by the District.

198
199 2. The Catastrophic Leave Bank program will continue from year to year.

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3. The parties agree that a Catastrophic Leave Bank will be established to assist unit members who suffer a long-term illness.
4. All unit members may voluntarily participate in the Catastrophic Leave Bank program by:
 - a. Contributing one (1) day (equal to eight (8) hours) of sick leave during the first (1st) full month following the signing of this Agreement; or
 - b. Contributing one (1) day (equal to eight (8) hours) of sick leave during the first (1st) month of a unit member's employment; or
 - c. New participants may annually join the program during the month of September.~~or~~
- d.) Contributing eight hours from hourly sick leave accrued from overload (prior to 2025-2026 academic year) or part-time work.**
5. The District will contribute one (1) sick leave day for each five (5) days of personal sick leave days contributed by participating unit members.
- 6.)** Whenever the Catastrophic Leave Bank becomes depleted, each participating unit member will be charged a maximum of one (1) additional day per year from their accumulated ~~full-time~~ sick leave to restock the bank. **All participating unit members will be notified of upcoming charge two weeks prior to transaction occurring.** Sick leave days placed in the bank by participating unit members are irrevocable and:
 - a. May not subsequently be withdrawn from the bank
 - b. May not be transferred to another district should that unit member obtain employment elsewhere;
 - c. May only be used by participating unit members currently employed by the District when approved through the process contained in in this section;
 - d. May not be withdrawn at the time of retirement and may not be used to extend a date of retirement or to receive service credit following a service or disability retirement;
 - e. May not be used retroactively for a previous unpaid absence.
 - f. No sick leave hours may be transferred or donated to the bank any time after resigning or retiring.
7. A unit member may withdraw from participation in the Catastrophic Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.
8. Eligibility to use Catastrophic Leave Bank days requires that a participating unit member must have:
 - a. **In cases where a unit member needs to care for an eligible family member and it will require the unit member to be absent for more than thirty (30) consecutive calendar days, and the circumstances otherwise meet the requirements for the catastrophic leave bank but the unit member cannot first exhaust their accrued**

personal sick leave days, the unit member may apply to use catastrophic leave. Exhausted their personal sick leave days as well as all hourly sick accumulated and converted to daily sick leave.

- b. Been incapacitated or absent for no fewer than thirty (30) consecutive calendar days.
- 9. To apply for Catastrophic Leave Bank usage, the participating unit member must submit the following to the District Human Resources office:
 - a. a completed application on the District's form listing dates of absence to be granted in days from the Catastrophic Leave Bank,
 - b. a doctor's note covering the requested dates, and
 - c. an absence form(s) for the requested dates.
- The written request along with the supporting documents will be forwarded to the catastrophic leave bank committee chair. Upon receipt, the committee chair will review all documents with the committee. Once a majority agreement has been met by the committee, the chair will notify the Vice Chancellor of Human Resources or designee, who will then notify the unit member of the committee's decision.
- 10. There will be a maximum number of forty (40) withdrawal days per participating unit member per year, based upon the first date of request.
- 11. If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon return to work from catastrophic illness leave. Donated sick time is not counted toward attainment of regular status, and will be treated the same as unpaid leave as it relates to tenure eligibility.
- 12. A participating unit member using Catastrophic Leave Bank days will not have to replace those days except as a regular contributing member to the bank.
- 13. Human Resources will provide the Federation President, upon request, an annual report of the number of days used in the previous academic year as well as the number of days remaining in the bank at the beginning of each academic year.

Section 22A.2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

A. For accidents or illnesses which are industrially-caused, unit members will be provided leave benefits under the following provisions:

1. Allowable leave will be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
2. Allowable leave will not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first (1st) day of absence.
4. When a unit member is absent from their duties due to an industrial accident or illness, they will be paid such portion of the salary due them for any month in which the absence occurs as, when added to their temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to them of not more than their full salary.

306
307 *i.* The phrase, "full salary," as utilized in this section will be computed so that it will not be less
308 than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of
309 the Labor Code. For purposes of this section, however, the maximum and minimum average
310 weekly earnings set forth in Section 4453 of the Labor Code will otherwise not be deemed
311 applicable.
312

313 5. For approved workers' compensation claims, industrial accident or illness leave will be reduced
314 by one (1) day for each day of authorized absence regardless of a temporary disability
315 indemnity award. If a claim is delayed or denied, the employee's accumulated sick leave will
316 be used.
317
318 6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member
319 will be entitled only to the amount of unused industrial accident and illness leave due to them
320 for the same illness and injury.
321
322 7. Upon termination of the industrial accident and illness leave, the unit member will be entitled
323 to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes
324 of each of these sections their absence will be deemed to have commenced on the date of
325 termination of the industrial accident or illness leave, provided that if the unit member continues
326 to receive temporary disability indemnity, they may elect to take as much of their accumulated
327 sick leave which, when added to their temporary disability indemnity, will result in a payment
328 to them of not more than their full salary.
329

330 (See Sick Leave, Article 2222A, Section 1).

331
332 8. During any paid leave of absence, the unit member will endorse to the District the temporary
333 disability indemnity checks received due to their industrial accident or illness. The District, in
334 turn, will issue the unit member appropriate salary warrants for payment of the unit member's
335 salary, and will deduct normal retirement, other authorized contributions, and the temporary
336 disability indemnity, if any, actually covered by such salary warrants.
337
338 9. When all available leaves of absence have been exhausted and the unit member is not
339 medically able to return to all the duties of their prior assignment, the District will meet with the
340 unit member to discuss accommodations as required by state and federal law. If the District
341 cannot provide a reasonable accommodation, the unit member will be separated from the
342 District.
343

344 Section 22A.3. BEREAVEMENT LEAVE:

345
346 22A.3.A. Unit members may be granted, without loss of salary, or other benefits, a leave of absence of three
347 (3) working days for in-state travel. Unit members may extend this leave by two (2) additional days
348 through the use of sick or unpaid leave per occurrence due to the death of their immediate family
349 member. Unit members who must travel out of state are entitled to no more than five (5) working
350 days per occurrence due to the death of their immediate family. Bereavement Leave may be
351 extended through the use of "Personal Necessity Leave Charged to Sick Leave," Article 22A,
352 Section 5.

353
354 22A.3.B. "Member of the immediate family," as used in this section, includes any of the following:
355

356 • Mother
357 • Father

358 • Sibling
359 • Grandmother
360 • Grandfather
361 • Grandchild
362 • Child
363 • Step-parents
364 • Step-children
365 • In-law
366 • Spouse or registered domestic partner and any of the aforementioned relations to the spouse
367 or registered domestic partner
368 • Any relative living in the immediate household of the unit member

370 **Additionally, unit members may designate one person per twelve (12) month period who is not**
371 **listed above as an immediate family member upon the need to take a leave.**

372 **(AB 1041, amending Government Code 12945.2 and Labor Code Section 245.5.)**

374 **22A.3.C.** An extension of Bereavement Leave may be requested by the unit member. The District will make
375 a determination on such requests in its sole discretion. Such extension will be without salary for
376 the period of time covered by the extension.

378 **22A.3.D.** A Bereavement Leave of one (1) day per occurrence may be granted, without loss of salary, due
379 to of the death of any close friend or relative not included as a "member of the immediate family"
380 where the unit member has responsibility for carrying out personal business and funeral
381 arrangements attendant to the death.

383 **22A.3.E.** Bereavement Leave may be granted, without loss of salary for the time necessary to attend the
384 funeral of a district colleague conditioned upon the following:

- 386 1. The unit member receives written permission from the appropriate Vice President or their
387 designee;
- 389 2. The unit member's absence does not result in the unit member being unavailable to teach any
390 assigned class or disrupt services unless such unavailability is made unavoidable by the date
391 and time scheduled for the funeral;
- 393 3. Written application will be made to the appropriate Vice President or their designee NOT later
394 than two (2) working days in advance of the date and time for leave unless special
395 circumstances necessitate a later application.

397 **22A.3.F.** Bereavement Leave must be taken within six (6) months of the death of the immediate family
398 member or close friend, **and need not be taken consecutively.**

399 **(Govt. Code §§ 12945.7(b)-(c).)**

401 **22A.3.G.** **The leave described in Section 22A.3 above shall be available to unit members that**
402 **experience a reproductive loss, including but not limited to miscarriage, stillbirth or a**
403 **failed adoption by the unit member or partner. The District shall maintain the**
404 **confidentiality of the request and purpose of the leave, except as necessary to affect the**
405 **purpose of the leave.**

406 **(Govt. Code § 12945.6.)**

408 **22A.3.H. Verification**

409

410 Within thirty (30) days of a request by the District, the bargaining unit member may be
411 required to provide documentation of the death of the immediate family member, as
412 required by law.

413 (Govt. Code §§ 12945.7(f). Acceptable verification includes a death certificate, a published
414 obituary, or a written certification of death, burial, or memorial services from a mortuary,
415 funeral home, or burial society.]

416
417 **Section 22A.4. JURY DUTY LEAVE:**

418
419 **22A.4.A.** When called for jury duty in the manner provided by law, a unit member will be granted a leave
420 of absence without loss of pay for the time they are required to perform jury duty during the unit
421 member's regularly assigned working hours.

422
423 **22A.4.B.** Requests for jury duty service leave should be made by presenting the official court summons
424 to jury duty service as soon as possible to the unit member's immediate supervisor and to the
425 District payroll office through regular administrative channels.

426
427 **22A.4.C.** Government and local agency employees are required by California Government Code Section
428 481.200 to waive jury pay. In the event jury fees are paid, reimbursement to the District of any
429 monies earned as a juror, except mileage, will be made by the unit member.

430
431 **22A.4.D.** A unit member called for jury duty will not be encouraged in any way to seek exemption from
432 such duty nor will they be discriminated against in any way for not seeking such exemption.

433
434 **22A.4.E.** Unit members are required to return to work during any day in which jury duty services are not
435 required.

436
437 **22A.4.F.** The District may require verification of jury duty time prior to, or subsequent to, providing jury
438 duty compensation.

439
440 **Section 22A.5. PERSONAL NECESSITY CHARGED TO SICK LEAVE:**

441
442 All unit members entitled to sick leave benefits have the right to elect Personal Necessity Leave to be charged
443 against their unused sick leave.

444 Personal Necessity Leave may be used for the following reasons:

445
446 **22A.5.A.** The death of a member of the unit member's immediate family (as defined in Section 22A(3)(B)
447 of this Article) when the number of days of absence exceeds the limit provided in Section
448 22A(3)(A) of this Article.

449
450 **22A.5.B.** Serious illness of a member of the faculty member's "immediate family" as defined in Section
451 22A(3)(B) of this Article.

452
453 **22A.5.C.** An accident involving the faculty member's person or property or the person or property of a
454 member of their immediate family, as defined in Section 22A(3)(B) of this Article. Such accident
455 must be (a) serious in nature, (b) involve a circumstance the unit member cannot reasonably be
456 expected to disregard, (c) require the attention of the unit member during assigned hours of
457 service, and (d) cannot be attended to during non-duty hours.

458
459 **22A.5.D.** Appearance in court as a litigant or as a witness under an official order.

462 **22A.5.E.** The birth of a child making it necessary for a unit member who is the parent of the child to be
463 absent from their position during his/her assigned hours of service. [See Article 22B.5,
464 **BELLOW.**]
465

466 **22A.5.F.** Imminent danger to the home of a unit member occasioned by a factor such as flood or fire,
467 serious in nature, which under the circumstance the unit member cannot reasonably be expected
468 to disregard, and which requires the attention of the unit member during assigned hours of
469 service.
470

471 **22A.5.G.** Personal necessity leave will be subject to the following limits and conditions:
472

473 1. The total number of days allowed in one (1) fiscal year from such leave or leaves will not
474 exceed six (6) days.
475

476 2. Personal necessity leave claimed against accrued sick leave must be so designated on
477 absence and time reports, but reasons for such leave are not required.
478

479 Two (2) of the six (6) days may be granted for any reason deemed appropriate by the unit member
480 and with prior approval of the supervisor, and in no case will there be more than two (2) unit members
481 off at any one (1) time in any work unit under this paragraph.
482

483 **22A.5.H. Unit members may request to have any Personal Necessity Leave time paid out, subject to
484 the following conditions:**
485

486 1) The total number of days allowed in one (1) fiscal year to be paid from such
487 leave(s) will not exceed six (6) days minus any days actually used/claimed.
488

489 2) Personal necessity leave payout requests must be submitted between June 1st-15th, to
490 ensure all personal necessity leave used/claimed to be accounted for up to that point
491 in the current fiscal year.
492

493 3) A minimum number of sick leave time must be maintained after personal necessity
494 leaves are claimed for pay. The following identifies the minimum:
495

496 a) Schedule A Sick Leave: 15 days
497

498 b) Hourly Sick Leave: 6 hours
499

500 4) In cases where the member uses/claims and is paid for more than a total of six (6)
501 days, the unit member will be expected to repay the District for the overpaid amount
502 beyond the maximum six (6) days and the District will ensure any days/time will be
503 credited back so only a maximum of six (6) days will be allowed to be
504 used/considered for personal necessity leave in one year and to maintain a minimum
505 amount of leave per Art. 22A.5.H3. In the event repayment is necessary, such
506 repayment will be made at the pay rate the unit member was compensated at the time
507 of the original payout.
508

509 5) Personal Necessity Leave pay outs will be at a rate equivalent to the unit member's
510 current placement on the salary schedule.
511

512 **Section 22A.6 SABBATICAL LEAVE:**
513

514 **22A.6.A.** Sabbatical leaves will be granted to unit members, under provisions of the Education Code, for the

515
516 purpose of carrying out an approved program which will enable the unit member to provide
517 improved service to the District and its students. Consideration will be given to programs that
518 involve an appropriate program of organized study, research, or travel.
519

[Education Code 87767.]

520 **22A.4.** B. Sabbatical leave application, processing, approval, and compensation for unit members will be in
521 accordance with the following provisions:
522

523 1. Unit members may apply for a sabbatical leave during their sixth consecutive year of full-time
524 service, or during their sixth consecutive year of full-time service following a sabbatical leave,
525 such that the unit member will have completed six (6) consecutive years of full-time service by
526 the beginning of their sabbatical leave. After completing a sabbatical leave, a unit member is
527 not again eligible to apply for such leave until they have served on a full-time basis for at least
528 six (6) additional consecutive years. A leave for professional improvement, while not
529 constituting a break in continuity of service, will not count as one of the six (6) years required
530 for sabbatical eligibility.
531

[Education Code 87768.]

532 2. Subject to the availability of funds and discretion of the District, the District will allocate
533 sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members.
534 Apportionment of sabbatical leaves between the District colleges will be as follows: the number
535 of leaves assigned to Fresno City College, Reedley College, Clovis Community College, and
536 Madera Community College will be based upon the ratio of full-time unit members at Fresno
537 City College, Reedley College, Clovis Community College, and Madera Community College to
538 the total of all faculty employed by the State Center Community College District.
539

540 3. If an insufficient number of candidates apply, or if an insufficient number of applications are
541 recommended by the committee for sabbatical leave as having met the written criteria for
542 sabbatical leave consideration, the application period will be extended for an additional three
543 (3) weeks. All faculty will be notified of the extension and reasons for such. If, after the
544 extension an insufficient number still fails to meet the minimum written qualifications, the
545 College/Campus President may recommend fewer leaves than that number allocated to the
546 college.
547

548 4. Leaves granted will be distributed among the various divisions of a college so as not to impair
549 the instructional programs, non-instructional programs and services to students.
550

551 5. The unit member applying for a sabbatical leave will agree to serve the District for at least two
552 (2) years immediately following completion of the leave. Prior to entering upon a sabbatical
553 leave the unit member may choose one of two methods of compensation. Under Option I, the
554 unit member must file a suitable bond indemnifying the District for any salary paid to the unit
555 member during the period of sabbatical leave in the event said unit member fails to return and
556 to render two (2) full years of service in the District following the completion of the sabbatical
557 leave. Under Option II, the unit member may enter into a written agreement with the District to
558 fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option
559 I. Such an agreement form is available in the Office of Human Resources. The unit member is
560 expected to complete their sabbatical leave as indicated in their approved sabbatical leave
561 proposal.
562

563 6. Each unit member applying for sabbatical leave will submit a formal standardized application
564 to the appropriate committee for sabbatical leaves prior to November 1 of the academic year
565 preceding the academic year of the proposed leave. The committee at each college will consist
566 of the Vice President of Instruction, acting as chairperson, all division Deans or those in
567

568 comparable positions, and an equal number of faculty members appointed by the President of
569 the Academic Senate.

570

571 a. The Vice President of Student Services will serve as an ex-officio member when
572 considering applications from the counseling student services area.

573

574 b. The committee at each institution will provide the College President with a
575 recommended rank order of leave applications which will be submitted to the
576 Chancellor, along with the College President's recommendations, if any, for
577 subsequent presentation to the Board of Trustees.

578

579 c. Applications submitted after the deadline date will be given consideration when
580 accompanied by valid reasons. Valid reasons normally will be limited to government,
581 professional, or academic programs which became available after the deadline date.

582

583 7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical
584 leave will submit to the committee for sabbatical leaves and for distribution among faculty, a
585 written report covering the period of the sabbatical. When applicable, a transcript or other
586 evidence of completion of the planned program will accompany this report. A copy of each
587 sabbatical leave report, together with the committee's evaluation, will be forwarded through the
588 College President's office to the Chancellor not later than one (1) semester after return to duty.
589 **The Sabbatical leave report shall be provided to the Board and the faculty member may**
590 **be required to give a presentation to the Board.**

591 [Educ. Code § 87768.]

592

593 If the committee's evaluation reflects that the sabbatical leave report is unacceptable and/or
594 the terms and conditions of the sabbatical were not fully met, the unit member has one (1)
595 additional semester to rectify the problem. If the evaluation remains "unacceptable" at the
596 conclusion of the semester, the District has the right to reclaim, through automatic payroll
597 deduction, from the unit member that percentage of the sabbatical stipend that in the
598 committee's viewpoint reflects the unit member's degree of incompleteness.

599

600 8. Compensation while on sabbatical leave will be computed in accordance with the salary
601 schedule in effect during the period of leave and will be paid in equal monthly payments. A
602 sabbatical leave will be counted as service and experience on the salary schedule.

603

604 9. Sabbatical leaves may be granted as follows:

605

606 a. One (1) semester at one hundred percent (100%) of full salary, or

607

608 b. One (1) full academic year at sixty-five percent (65%) of full salary, or

609

610 10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and
611 receive remuneration, so long as the combined income from the District's sixty-five percent
612 (65%) salary payment and the outside remuneration does not exceed one-hundred percent
613 (100%) of what the unit member would receive on the regular faculty salary schedule. A proof
614 of income statement completed and notarized by a Certified Public Accountant (CPA) is
615 required to verify the unit member's income. Any excess amounts will adjust the District's sixty-
616 five percent (65%) salary payment downward to maintain the one-hundred percent (100%)
617 salary figure. Outside income that a unit member previously and regularly received during a
618 school year is not affected by the provisions of this section, which apply only to additional
619 employment that a unit member secures during the sabbatical year. Income that a unit member
620 may receive from an employer as a part of their sabbatical leave also is not affected by the

provisions of this section. Unit members, on a one (1) semester leave, upon approval may work for outside employers and receive remuneration if the income was previously and regularly received during the prior two (2) school years. Additional employment must receive prior approval from the Sabbatical Leave Committee.

11. The District will maintain full health and welfare benefits for the unit member on leave to the same extent as if the unit member were working in their regular assignment. Sabbatical leave will not count as a break in service for retiree medical insurance benefits. District paid health and welfare benefits will end if the unit member receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
12. Time on sabbatical leave will count towards retirement. Retirement contributions will be made on the basis of the sabbatical leave compensation (one-hundred percent (100%) for one (1) semester sabbaticals and seventy-five (65%) for one (1) year sabbaticals) and provisions of the State Teacher's Retirement System (STRS). The unit member on a one (1) year sabbatical may elect to contribute to the one-hundred percent (100%) level through STRS.
13. Unit members on sabbatical leave may not perform any work for the District during the sabbatical period. This includes, but is not limited to teaching, service on committees, including search committees, grant work, etc., but may teach or perform services during the summer session, if outside of their full-time contractual obligation. Cases in which exceptions may be made will be in the interest of the instructional needs of the District as determined by the College President. Paid sick leave is not earned during this period.
 - a. Acceptance of a request to work for the District while on sabbatical leave is voluntary.
 - b. Faculty who are asked by management to perform work for the District during sabbatical leave will receive additional compensation at the unit member's applicable Schedule B hourly rate.

Section-22A.7 GRANT LEAVE:

- 22A.7.A.** A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a public or private institution or a city, county, state, federal, or foreign government. Such service should result in the unit member's rendering more effective service to the District upon return.
- 22A.7.B.** Leave may be granted for a maximum of one (1) year.
- 22A.7.C.** District may compensate unit member on leave by paying the difference between the amount of the grant and the unit member's regular salary.
- 22A.7.D.** District will pay retirement benefits and health and welfare benefits for the unit member on leave to the same extent as if the unit member were working in their regular assignment. District-sponsored health and welfare benefits will end if the unit member receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
- 22A.7.E.** All unit members who have satisfactorily completed six (6) consecutive years of full-time service in this District will be eligible to apply for a grant leave. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for grant leave eligibility.
- 22A.7.F.** The unit member applying for a grant leave will agree to serve the District for at least twice the

673 time approved for the grant leave immediately following completion of the leave. Prior to entering
674 upon a grant leave, the unit member may choose one of two methods of compensation. Under
675 Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to
676 the unit member during the period of grant leave in the event said unit member fails to return and
677 to render twice the time approved for the grant leave in the District following the completion of the
678 grant leave. Under Option II, the unit member may enter into a written agreement with the District
679 to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option
680 I. Such an agreement form is available in the Office of Human Resources.
681

682 **22A.7.G. Eligibility:**

- 684 1. The unit member will submit to the College President a request for Grant Leave;
- 685 2. The request will be submitted at least one (1) semester prior to the semester in which the leave
686 is granted;
- 687 3. The College President will consider the Grant Leave request on the basis of enhancing the
688 unit member's professional growth;
- 689 4. The District contributions toward the unit member's regular salary will not exceed twenty (20)
690 percent;
- 691 5. Unit members on Grant Leave will not exceed two (2) at Fresno City College, one (1) at
692 Reedley College, one (1) at Clovis Community College, and one (1) at Madera Community
693 College;
- 694 6. The College President will forward the Grant Leave request to the Board of Trustees with a
695 recommendation.

700 **22A.8. PARENTAL LEAVE BANK:**

701 **A. In the event of a parental leave, unit members may draw from this bank prior to using**
702 **their daily sick leave.**

703 **1) The Parental Leave Bank program shall be administered by a District/Federation**
704 **committee composed of five (5) members: three (3) appointed by the Federation,**
705 **and two (2) appointed by the District.**

706 **2) The Parental Leave Bank program shall continue from year to year.**

707 **3) The parties agree that a Parental Leave Bank shall be established to assist unit**
708 **members with pregnancy and/or bonding time with a new child.**

709 **4) All unit members may voluntarily participate in the Parental Leave Bank program**
710 **by:**

711 **a) Contributing one (1) day of sick leave during the first (1st) full month**
712 **following the signing of this Agreement; or**

713 **b) Contributing one (1) day of sick leave during the first (1st) month of a unit**
714 **member's employment; or**

715 **c) New participants may annually join the program during the month of**
716 **September; or**

- d) Contributing eight hours of sick leave from hourly work (full-time or part-time)..
- 5) Whenever the Parental Leave Bank becomes depleted, each participating unit member will be charged a maximum of eight (8) additional hours per year from their accumulated hourly sick leave (full-time or part-time) or one (1) additional day per year from their accumulated full-time sick leave to restock the bank per unit member approval. Sick leave days placed in the bank by participating unit members are irrevocable and:
 - a) May not subsequently be withdrawn from the bank except as they are used for parental leave purposes as defined herein;
 - b) May not be transferred to another district should that unit member obtain employment elsewhere;
 - c) May only be used by participating unit members currently employed by the District;
 - d) May not be withdrawn at the time of retirement and may not be used to extend a date of retirement or to receive service credit following a service or disability retirement;
 - e) May not be used retroactively for a previous unpaid absence.
 - f) No sick leave hours may be transferred or donated to the bank within sixty (60) days of the donor resigning or retiring.
- 6) A unit member may withdraw from participation in the Parental Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.
- 7) To apply for Parental Leave Bank usage, the participating unit member must submit the following to the District payroll office:
 - a) A written request listing dates of absence to be granted in days from the parental leave bank,
 - b) A doctor's note or other official documentation regarding the child, and
 - c) An absence form(s) for the requested dates.

The written request along with the supporting documents will be forwarded to the Parental Leave Bank committee chair. Upon receipt, the committee chair will review all documents with the committee. Once a majority agreement has been met by the committee, the chair will notify the payroll department, who will then notify the unit member of the committee's decision.
- 8) There shall be a maximum number of forty (40) withdrawal days per participating unit member per year.
- 9) A participating unit member using Parental Leave Bank days shall not have to replace those days except as a regular contributing member to the bank.
- 10) Human Resources will provide the Federation President, upon request, an

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783 annual report of the number of days used in the previous academic year as well
784 as the number of days remaining in the bank at the beginning of each academic
785 year.

786 **22A.9. PERSONAL BUSINESS LEAVE:**

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788 **22A.9.A. The College President, upon request and with prior approval, may, in his or her**
789 **sole discretion, grant an absence for Personal Business Leave to a unit member.**

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799 **Absences for Personal Business Leave will be without pay unless the unit member**
elects to have such days of absence deducted from their accumulated sick leave
Any District-sponsored group health insurance, including life insurance and long-
term disability insurance, will not continue through the District while the unit
member is on unpaid Personal Business Leave. The unit member may elect to
continue coverage as afforded through COBRA for the group health plans, or
through the insurance carrier for life insurance. The long-term disability insurance
is not eligible for continuance at the employee cost. Upon return from this leave,
the unit member will be reinstated to all group and welfare benefits in accordance
with eligibility rules. Any voluntary deductions the unit member may have, may be
continued at the expense of the unit member.

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802 **22A.9.C. In the event the unit member elects to have the absence deducted from sick leave,**
he/she may do so up to a maximum of two (2) accumulated sick leave days per
college year for reasons of personal business.

803 [From 23.1 without change]

804 **22A.10. PROFESSIONAL IMPROVEMENT LEAVE:**

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806
807 **22A.10.A. Any unit member, after four (4) years of successful service to the District, may,**
upon request and approval, be granted a leave of absence for up to one (1) year.
Upon application, one (1) additional year of Professional Improvement Leave may
be granted, subject to determination of benefit to the District and Board approval.

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812 **22A.10.B. The unit member, upon returning from leave, will be placed on the step of the**
salary schedule that they would have attained had he/she been continuously
employed by the District during such absence.

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816 **22A.10.C. There will be no loss of seniority, tenure, break in service, or other rights available**
under law because of such leave of absence.

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819 **22A.10.D. Requests for Professional Improvement Leave will be submitted no later than the**
beginning of the semester preceding the semester of requested leave.

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822 **22A.10.E. A Professional Improvement Leave of less than one (1) year may be granted, but**
not less than one (1) full semester.

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831 **22A.10.F. Any District-sponsored group health insurance, including life insurance and long-**
term disability insurance, will not continue through the District while the unit
member is on Professional Improvement Leave. The unit member may elect to
continue coverage as afforded through COBRA for the group health plans, or
through the insurance carrier for life insurance. The long-term disability insurance
is not eligible for continuance at the employee cost. Upon return from this leave,
the unit member will be reinstated to all group and welfare benefits in accordance

with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.

[From 23.2 without change]

22A.11. PUBLIC OFFICE LEAVE:

22A.11.A. Any unit member elected to public office will be granted a leave of absence without pay for the duration of their elected term of office, if requested by the unit member.

22A.11.B. The unit member must resume their full duties within six (6) months after their term of office expires.

22A.11.C. Compensation for part-time service by a unit member on Public Office Leave will be on a pro rata basis of the unit member's full-time salary.

22A.11.D. The period of time away on Public Office Leave will be counted as years of experience toward total years of service.

22A.11.E. Unless otherwise agreed to, a unit member, upon completion of their term of office, will be reinstated to a comparable position to the one they held prior to their election.

22A.11.F. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, will not continue through the District while the unit member is on Public Office Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.

[From 23.1 without change]

22A.12. HEALTH LEAVE:

22A.12.A. Any unit member may, with approval of the College President and at the discretion of the Board, be granted a leave of absence for health reasons for a period of time not to exceed one (1) year. Such leave will be without pay and retirement benefits.

22A.12.B. Certification of the need, or proof of illness, for such leave, acceptable to the District, must be provided by the unit member's health care provider.

22A.12.C. Any such leave will not be counted as experience on the salary schedule, nor will it be counted in determining other benefits such as sick leave or sabbatical leave eligibility.

22A.12.D. Any such leave granted, however, will not count as a break in continuity of service to the District.

22A.12.E. The District agrees to pay the District insurance contribution when a unit member is on a health leave.

[From 23.4 without change]

885 **22A.13. PERSONAL FAMILY AND PARENTAL LEAVE:**

886 **22A.13.A. Family And Medical Leave**

887 **1. Employee Eligibility**

891 **Article 22A.13.A will only apply to the administration of the Federal Family and**
892 **Medical Leave Act of 1993 and the California Family Rights Act of 1991**
893 **(collectively, "FMLA/CFRA"). Leave under FMLA/CFRA is unpaid leave unless an**
894 **employee is eligible to use accrued or other paid leave for absence. Leave used**
895 **under FMLA/CFRA must be designated as FMLA/CFRA on the request form.**

897 **The following conditions, requirements, and procedures shall apply when**
898 **requests for family care and medical leave are made:**

900 **To be eligible for benefits under FMLA/CFRA, an employee must:**

902 **a. Have worked for the District for at least 12 months; and**

904 **b. Have worked at least 1,250 hours over the previous 12 months for the**
905 **District. [Under federal law, full-time instructional personnel**
906 **(employees whose principal function is to teach and instruct students)**
907 **are presumed to work at least 1,250 hours per year.]**

909 **2. Reasons for Taking Leave**

911 **A leave request from an eligible employee must be granted for any of the**
912 **following reasons:**

914 **a. Birth of the employee's child;**

916 **b. Placement of a child with the employee for adoption or foster care;**

918 **c. Care for the employee's child, spouse, or parent with a serious health**
919 **condition;**

921 **d. The employee's own serious health condition that keeps employee's own**
922 **job function from being performed;**

924 **e. A qualifying exigency arising from the foreign deployment of the**
925 **employee's spouse, son, daughter, or parent with the Armed Forces**
926 **("qualified exigency"); or,**

928 **f. To care for a service member with a serious injury or illness if the**
929 **employee is the service member's spouse, son, daughter, parent, or next**
930 **of kin ("military caregiver").**

932 **3. Advance Notice of Leave and Medical Certification**

934 **Employees will provide (1) advance written notice of the leave request and (2)**
935 **medical certification(s) whenever a serious health condition is involved.**

- a. If the need for the leave is foreseeable, employees will provide 30 days advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.
- b. If the leave is to care for a child, spouse or parent with a serious health condition or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:
 1. Date of commencement of the serious health condition;
 2. Probable duration of the condition;
 3. Estimated amount of time the health care provider will provide care; and
 4. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform employee's job functions.
- c. If the leave is for the employee's own serious health condition, the District may require a second and third medical opinion at the District's expense.
- d. If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

4. Continuation of Health Coverage and Other Job Benefit Plan

- a. An employee taking leave under FMLA/CFRA will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.
- b. If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
- c. An employee may, at employee's expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

5. Intermittent or Reduced Schedule Leaves

An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

- a. Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.
- b. Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a

serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.

6. Substitution of Paid Leave and Other Leave Requests

An employee must substitute accrued or other paid leave, including personal illness and injury, where applicable, for the unpaid family care leave entitlement.

7. Maternity

A female on maternity leave will not start using family care leave under CFRA until her disability period is over (i.e., when their physician takes her off pregnancy related disability).

8. Period of Eligibility per Fiscal Year

The 12 workweek period (26 workweeks for military caregiver leave) of entitlement commences on the first day of the leave.

9. Seniority, Employee Benefits and Break in Service

An employee on FMLA/CFRA leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as illness and injury leave or similar benefits, during any unpaid leave under FMLA/CFRA. The leave will not constitute a break in service for purposes of longevity and seniority.

10. Reinstatement of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

[CFRA - Govt. Code § 12945.2; FMLA - 29 U.S.C. § 2601 et. seq.]

22A.13.B. Pregnancy Disability Leave

Regular/Contract unit members are entitled to use accumulated personal illness and injury leave for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

1. The foregoing provisions applicable to pregnancy disability leave shall be applied on the same terms and conditions applied to other temporary disabilities. It is the intent of the parties to this Agreement that the foregoing provisions be construed and applied in accordance with all applicable statutes and regulations.
2. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

1043
1044 **22A.13.C. Leave Without Pay For Childbearing Preparation And Child Rearing**

1045
1046 1. In addition to paid leave provisions described elsewhere herein, leave without
1047 pay or other benefits may be granted to regular/contract unit members for
1048 preparation for childbearing and for child rearing.

1049
1050 2. The unit member shall request such leave as soon as possible, but under no
1051 circumstances less than thirty (30) workdays prior to the date on which the leave
1052 is to begin. Such request shall be in writing and shall include a statement as to
1053 the dates the unit member wishes to begin and end the leave without pay.

1054
1055 3. The determination as to the date on which the leave shall begin and the duration
1056 of such leave shall be made at the discretion of the Chancellor when considering
1057 the scheduling and replacement problems of the District.

1058
1059 4. The duration of such leave shall consist of no more than twelve (12) consecutive
1060 months and shall automatically terminate on June 30 in the school year in which
1061 such leave is granted. An extension of leave may be granted, not to exceed an
1062 additional twelve (12) months.

1063
1064 5. Once the unit member has been granted leave without pay for child bearing
1065 preparation and child rearing, the unit member is not entitled to use any accrued
1066 personal illness and injury leave or other paid leave for the duration of the
1067 unpaid leave, whether or not the illness or disability is related to a pregnancy,
1068 miscarriage, child birth, or recovery therefrom.

1069
1070 6. There shall not be a diminution of employment status for childbearing or child
1071 rearing except that no person shall be entitled to compensation, increment, or
1072 the accrual of seniority for layoff or reduction in force purposes, nor shall the
1073 time taken on parental leave count toward credit for probationary faculty in
1074 earning tenure status.

1075
1076 7. If a unit member is on leave for childbearing or child rearing, and in the event of
1077 a miscarriage or death of a child subsequent to childbirth, the unit member may
1078 request an immediate assignment to a unit position. If there is a vacancy for
1079 which a unit member is qualified, the District will assign the unit member to a
1080 position as soon as possible.

1081
1082 8. A unit member on unpaid maternity leave shall be entitled to pay to the District
1083 medical, dental, vision, group disability, life insurance, and/or other voluntary
1084 benefit premiums, in which case the District will continue coverage, subject to
1085 approval of the carrier. Such payments must be made in accordance with
1086 District procedures.

1087
1088 **22A.13.D. Bonding Leave**

1089
1090 Per Education Code section 87784.5, an academic employee may take up to thirty (30)
1091 days of leave in a school year, less than any days of leave authorized pursuant to
1092 Education Code section 87784 (Personal Necessity Leave), for the reasons outlined
1093 below.

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1095 **A unit member may use accrued Personal Illness or Injury Leave or unpaid leave for**
1096 **Child Bonding Leave. Leave used under this Article must be designated at Child**
1097 **Bonding Leave on the request form.**

- 1099 **1. A biological parent may use Child Bonding Leave pursuant to this Article within**
1100 **the first year of the infant's birth.**

1101 **2. A non-biological parent may use Child Bonding Leave pursuant to this Article**
1102 **within the first year of legally adopting a child.**

1103 **22A.13.E. Parental Leave**

1104 **Per Education Code section 87780.1, an academic employee may use accrued illness**
1105 **and injury leave for the purposes of parental leave for a period of up to twelve (12)**
1106 **workweeks.**

- 1107 **1. Parental leave is defined as leave for reason of the birth of a child of the**
1108 **employee, or the placement of a child of an employee in connection with the**
1109 **adoption or foster care of the child by the employee.**

1110 **2. Eligibility: Faculty members whose initial date of hire is at least 12 months prior**
1111 **to taking parental/child bonding leave are eligible. Faculty members are not**
1112 **required to have worked a minimum of 1,250 hours in the 12 months prior to the**
1113 **leave in order to be eligible for paid parental/child bonding leave.**
1114 **3. Faculty members shall be entitled to utilize all accumulated sick leave for the**
1115 **purposes of parental/child bonding leave. When a unit member has exhausted**
1116 **all available illness and injury leave, including all accumulated illness and injury**
1117 **leave, and continues to be absent from member's duties on account of parental**
1118 **leave, the amount deducted from the unit member's salary for any of the**
1119 **remaining portion of the 12-workweek parental leave, shall be the amount**
1120 **actually paid a substitute employee to fill the position during the leave, or, if no**
1121 **substitute is employed, the amount that would have been deducted from the**
1122 **faculty member's salary had a substitute been used.**
1123 **a. The 12-workweek period shall be reduced by any period of illness and**
1124 **injury leave, including accumulated illness and injury leave, taken during**
1125 **a period of parental leave.**
1126 **b. An employee shall not be provided more than one 12-workweek period for**
1127 **parental leave during any 12-month period.**
1128 **c. Parental leave taken pursuant to this section shall run concurrently with**
1129 **parental leave taken pursuant to Section 12945.2 of the Government**
1130 **Code. The aggregate amount of parental leave taken pursuant to this**
1131 **section and Section 12945.2 of the Government Code shall not exceed 12**
1132 **workweeks in a 12-month period.**
1133 **d. Parental/child-bonding leave under this section must be taken within**
1134 **twelve (12) months of the date of birth/placement of the child. This time**
1135 **off does not have to be taken consecutively.**

1136 **[2 CCR § 11090.]**

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1154 e. Where both parents of the child for whom leave is taken are employed by
the District, any amount of parental/child bonding leave taken by one
parent shall not diminish the twelve (12) workweeks of parental leave to
which the parent may be entitled.

[Educ. Code § 87780.1; Govt. Code § 12945.2.1]

1155
1156 **22A.13.F. Child-Related Activities Leave**

1157 Labor Code section 230.8 provides for an employee to take off up to forty (40) hours
per year for “child-related” activities if the employee is a parent of one or more children
of the age to attend kindergarten, grades 1 to 12, or a licensed child care provider.
Child-related activities are defined as follows:

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1161 1. To find, enroll, or reenroll employee’s child in a school or with a licensed child
care provider, or to participate in activities of the school or licensed child care
provider of employee’s child, if the employee, prior to taking the time off, gives
reasonable notice to the employer of the planned absence of the employee. Time
off pursuant to this Article shall not exceed eight hours in any calendar month of
the year.

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1168 2. To address a child care provider or school emergency, if the employee gives
notice to the employer. Emergency for the purposes of this Article is defined as
the school or child care provider having requested that the child be picked up,
or has an attendance policy, excluding planned holidays, that prohibits the child
from attending or requires the child to be picked up from the school or child
care provider:

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1175 a. Behavioral or discipline problems;
b. Closure or unexpected unavailability of the school or child care
provider, excluding planned holidays; and
1176 c. A natural disaster, including, but not limited to, fire, earthquake, or
flood.

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1181 3. If more than one parent of a child is employed by the District at the same
worksites, the entitlement under Article 23.5.G of a planned absence as to that
child applies, at any one time, only to the parent who first gives notice to the
employer, such that another parent may take a planned absence simultaneously
as to that same child under the conditions described in Articles 18-A.3.6.1 and
18-A.3.6.2 only if employee obtains the employer’s approval for the requested
time off.

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1189 4. “Parent” is defined to include a parent, guardian, stepparent, foster parent, or
grandparent of, or a person who stands in loco parentis to, a child.

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1192 5. Except for the need to address a child care provider or school emergency, the
use of such leave is limited to eight (8) hours per month.

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1194
1195 6. Unit members may use Personal Necessity Leave as defined in Article 22A.5 or
unpaid leave for Child- Related Activities Leave.

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1198 7. Unit members must provide reasonable notice to District of the need for such
child-related activities leave. Additionally, if requested by the District, the unit
member shall provide documentation from the school or licensed child care

1201
1202 provider as proof that he or she engaged in permitted child-related activities on
1203 a specific date and at a particular time. For purposes of this Article subdivision,
1204 “documentation” means whatever written verification of parental participation
1205 the school or licensed child care provider deems appropriate and reasonable.

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53. Unit members can access a current accounting of their accumulated sick leave on the District Internet.

1.4 Any unit member utilizing sick leave benefits under provisions of this Article will provide the administration with a signed absence form on their first day back to work. After a unit member is absent three (3) or more consecutive duty days, they will provide the administration, upon request, a statement from a health care provider verifying their fitness to return to duty. A unit member absent for more than three (3) days will notify the immediate supervisor of their approximate return date. The District may require an employee to provide physician's certification for use of sick leave after five (5) consecutive days of absence.

52. Sick leave may be utilized by any unit member when quarantined by the County Health Officer because of another's illness. Such quarantine must be verified by the County Health Officer.

36. If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, will be deducted from the next available salary warrant.

22B.1.C. Catastrophic Leave Bank:

Catastrophic Leave Bank provides a reserve of sick leave days for eligible members who may need assistance with and/or deal with a catastrophic illness or injury. A Catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member or any one (1) of the following individuals: unit member's parents, spouse/domestic partner, children, legal dependent, or another member of the immediate household. Catastrophic illness or injury requires the unit member to take time off from work for an extended period to care for that family member, and taking time off work creates a financial hardship for the unit member because they have exhausted all their sick leave or other paid time off. Catastrophic illness or injury does not include stress-related illness, elective surgery, normal pregnancy, Workers' Compensation claims, disabilities resulting from the current use of alcohol or drugs, intentionally self-inflicted injuries, or normal illness such as colds, flu, allergies, headaches, etc..

Full-time faculty teaching overload or summer session are not eligible to contribute nor withdraw from this Catastrophic Leave Bank.

1. The Catastrophic Leave Bank program will be administered by a District/Federation committee composed of five (5) members; three (3) appointed by the Federation, and two (2) appointed by the District.
2. The Catastrophic Leave Bank program will continue from year to year.
3. The parties agree that a Catastrophic Leave Bank will be established to assist unit members who suffer a catastrophic illness or injury.
4. All unit members may voluntarily participate in the Catastrophic Leave Bank program by:
 - a. Contributing eight (8) hours of sick leave during the first (1st) full month following the signing of this Agreement; or
 - b. Contributing eight (8) hours of sick leave during the first (1st) month of a unit

1315 member's employment; or
1316 c. New participants may annually join the program during the month of September.

1317
1318 5. Whenever the Catastrophic Leave Bank becomes depleted, each participating unit
1319 member will be charged a maximum of two (2) additional hours per year from their
1320 accumulated sick leave to restock the bank. Sick leave hours placed in the bank by
1321 participating unit members are irrevocable and:

1322 a. May not subsequently be withdrawn from the bank;
1323 b. May not be transferred to another district should that unit member obtain
1324 employment elsewhere;
1325 c. May only be used by participating unit members currently employed by the
1326 District when approved by the process contained in this section;
1327 d. May not be withdrawn at the time of retirement.

1328
1329 6. A unit member may withdraw from participation in the Catastrophic Leave Bank program
1330 at any time by notifying the committee of such withdrawal; however, any hours
1331 contributed previously may not be withdrawn.

1332
1333 7. Eligibility to use Catastrophic Leave Bank days requires that a participating unit member
1334 must have:

1335 a. Qualified for re-hire preference under the terms of Article 11-B, Section 8;
1336
1337 b. In cases where a unit member needs to care for an eligible family member
1338 and it will require the unit member to be absent for more than thirty (30)
1339 consecutive calendar days, and the circumstances otherwise meet the
1340 requirements for the catastrophic leave bank but the unit member cannot
1341 first exhaust their accrued personal sick leave days, the unit member may
1342 apply to use catastrophic leave.
1343 Exhausted their personal sick leave hours; including extending sick leave;
1344 and
1345
1346 c. Been incapacitated or absent no fewer than thirty (30) additional consecutive
1347 calendar days.

1348
1349 8. To apply for Catastrophic Leave Bank usage, the participating unit member must submit
1350 the following to the District Human Resources office:

1351 a. A completed application on the District's form listing dates of absence to be
1352 granted in hours from the Catastrophic Leave bank;
1353 b. A doctor's note covering the requested dates; and
1354 c. An absence form(s) for the requested dates.

1355
1356 The written request along with the supporting documents will be forwarded to the
1357 catastrophic leave bank committee chair. Upon receipt, the committee chair will review
1358 all documents with the committee. Once a majority agreement has been met by the
1359 committee, the chair will notify the Vice Chancellor of Human Resources or designee,
1360 who will then notify the unit member of the committee's decision.

1361
1362 The maximum amount of withdrawal will be (20) twenty days per year, based upon the
1363 first date of request.

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1368 9. A participating unit member using Catastrophic Leave Bank hours will not have to
1369 replace those hours except as a regular contributing member to the bank.

1370 10. **A unit member may not continue to receive Catastrophic Leave Bank hours**
1371 **beyond the end of the semester during which the illness or injury occurred.**
1372 A unit member may not continue to receive Catastrophic Leave Bank hours beyond
1373 the end of the semester during which the illness or injury occurred, through an
1374 automatic reapproval pending the member:

1375 a) **Is an employee of the district and has received an assignment in the**
1376 **subsequent semester;**
1377 b) **Provides verification the original reason for Catastrophic Leave remains**
1378 **applicable and relevant.**

1380 11. Human Resources will provide the Federation President, upon request, an annual report
1381 of the number of hours used in the previous academic year as well as the number of
1382 days/hours remaining in the Catastrophic Leave Bank at the beginning of each academic
1383 year.

1385 **Section-22B.2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:**

1386 **A.** For accidents or illnesses that are industrially-caused, unit members will be provided leave benefits under
1387 the following provisions:

1388 1. Allowable leave will be sixty (60) days during which the schools of the District are required to
1389 be in session or when the unit member would otherwise have been performing work for the
1390 District in any one (1) fiscal year for the same accident.

1391 2. Allowable leave will not be accumulated from year to year.

1392 3. Industrial accident or illness leave will commence on the first (1st) day of absence.

1393 4. When a unit member is absent from their duties due to an industrial accident or illness, they will
1394 be paid such portion of the salary due them for any month in which the absence occurs as,
1395 when added to their temporary disability indemnity under Division 4 or Division 4.5 (commencing
1396 with Section 6100) of the Labor Code, will result in a payment to them of not more than their full
1397 salary.

1398 The phrase, "full salary," as utilized in this section will be computed so that it will not be less
1399 than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of
1400 the Labor Code. For purposes of this section, however, the maximum and minimum average
1401 weekly earnings set forth in Section 4453 of the Labor Code will otherwise not be deemed
1402 applicable.

1403 5. For approved workers' compensation claims industrial accident and illness leave will be reduced
1404 by one (1) day for each day of authorized absence regardless of a temporary disability indemnity
1405 award. If a claim is delayed or denied, the employee's accumulated sick leave will be used.

1406 6. When an industrial accident and illness leave overlaps into the next fiscal year, the unit member
1407 will be entitled to only the amount of unused industrial accident and illness leave due them for
1408 the same illness and injury.

1409 7. Upon termination of the industrial accident or illness leave, the unit member will be entitled to
1410 the benefits provided in Education Code Sections 87780, 87781 and 87786, and for the

1421 purposes of each of these sections their absence will be deemed to have commenced on the
1422 date of termination of the industrial accident or illness leave, provided that if the unit member
1423 continues to receive temporary disability indemnity, they may elect to take as much of their
1424 accumulated sick leave which, when added to their temporary disability indemnity will result in
1425 a payment to them of not more than their full salary.
1426

1427 8. During any paid leave of absence, the unit member may endorse to the District the temporary
1428 disability indemnity checks received due to their industrial accident or illness. The District, in
1429 turn, will issue the unit member appropriate salary warrants for payment of the unit member's
1430 salary, and will deduct normal retirement, other authorized contributions, and the temporary
1431 disability indemnity, if any, actually covered by such salary warrants.
1432

1433 **Section 22B.3. BEREAVEMENT LEAVE:**
1434

1435 **22B.3.A.** Unit members may be granted, without loss of salary, or other benefits, a paid leave of
1436 absence three (3) working days for in-state travel. Unit members may extend this leave by
1437 two (2) additional days through the use of sick or unpaid leave per occurrence due to the
1438 death of their immediate family member. Unit members who must travel out of state are
1439 entitled to no more than five (5) working days per occurrence due to the death of their
1440 immediate family. Bereavement Leave may be extended through the use of "Personal
1441 Necessity Leave charged to Sick Leave", Section **22B.5** of this article.
1442

1443 **22B.3.B.** "Member of the immediate family", as used in this section, includes any of the following:
1444

- Mother
- Father
- Sibling
- Grandmother
- Grandfather
- Grandchild
- Child
- Step-parents
- Step-children
- In-law
- Spouse or registered domestic partner and any of the aforementioned relations to the
spouse or domestic partner
- Any relative living in the immediate household of the unit member

1458 Additionally, unit members may designate one person per twelve (12) month period who
1459 is not listed above as an immediate family member upon the need to take a leave.
1460 (AB 1041, amending Government Code 12945.2 and Labor Code Section 245.5.)

1462 **22B.3.C.** An extension of Bereavement Leave may be requested by the unit member, but such
1463 extension without salary for the time covered by the extension, except for any time extended
1464 under Personal Necessity Leave, Section **22B.5** of this article.
1465

1466 **22B.3.D.** A Bereavement Leave of one (1) day per occurrence may be granted, without loss of
1467 salary, due to the death of any close friend or relative not included as a "member
1468 of the immediate family" where the unit member has responsibility for carrying out
1469 personal business and funeral arrangements attendant to the death.
1470

1471 **22B.3.E.** Bereavement Leave may be granted, without loss of salary for the time necessary to
1472 attend the funeral of a district colleague conditioned upon the following:

- 1) The unit member receives written permission from the appropriate Vice President or their designee;
- 2) The unit member's absence does not result in the unit member being unavailable to teach any assigned class or disrupt services unless such unavailability is made unavoidable by the date and time scheduled for the funeral;
- 3) Written application will be made to the appropriate Vice President or their designee NOT later than two (2) working days in advance of the date and time for leave unless special circumstances necessitate a later application.

22B.3.FD. Bereavement Leave must be taken within six (6) months of the death of the immediate family member, and need not be taken consecutively.

22B.3.GE. The leave described in Section 22B.3 above shall be available to unit members that experience a reproductive loss, including but not limited to miscarriage, stillbirth or a failed adoption by the unit member or partner. The District shall maintain the confidentiality of the request and purpose of the leave, except as necessary to affect the purpose of the leave.

(Govt. Code § 12945.6.)

22B.3.H. Verification

Within thirty (30) days of a request by the District, the bargaining unit member may be required to provide documentation of the death of the immediate family member, as required by law.

(Govt. Code §§ 12945.7(f). Acceptable verification includes a death certificate, a published obituary, or a written certification of death, burial, or memorial services from a mortuary, funeral home, or burial society.]

Section 22B.4. JURY DUTY LEAVE:

- 22B.4.A. When called for jury duty in the manner provided by law, a unit member will be granted a leave of absence without loss of pay for the time they are required to perform jury duty during the unit member's regularly assigned working hours.
- 22B.4.B. Requests for jury duty service leave should be made by presenting the official court summons to jury duty service as soon as possible to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- 22B.4.C. Government and local agency employees are required by California Government Code Section 481.200 to waive jury pay. In the event jury fees are paid, reimbursement to the District of any monies earned as a juror, except mileage, will be made by the unit member.
- 22B.4.D. A unit member called for jury duty will not be encouraged in any way to seek exemption from such duty nor will they be discriminated against in any way for not seeking such exemption.
- 22B.4.E. Unit members are required to return to work during any day in which jury duty services are not required.
- 22B.4.F. The District may require verification of jury duty time prior to, or after, providing jury duty compensation.

1525 **Section 22B.5. PERSONAL NECESSITY CHARGED TO SICK LEAVE:**

1526
1527 All unit members entitled to sick leave benefits have the right to elect Personal Necessity Leave to be charged
1528 against their unused sick leave.

1529
1530 Personal Necessity Leave may be used for the following reasons:

1531
1532 **22B.5.A.** The death of a member of the unit member's immediate family (as defined in Section
1533 **22B.(3)(B)** of this Article) when the number of days of absence exceeds the limit provided
1534 in Article **14, Section 22B.3.**

1535
1536 **22B.5.B.** Serious illness of a member of the faculty member's immediate family (as defined in Section
1537 **22B.(3)(B)** of this Article)

1538
1539 **22B.5.C.** An accident involving the faculty member's person or property or the person or property of
1540 a member of their immediate family (as defined in Section **22B.3(B)** of this Article). Such
1541 accident must be (a) serious in nature, (b) involve circumstance the unit member cannot
1542 reasonably be expected to disregard, (c) require the attention of the unit member during
1543 assigned hours of service, and (d) cannot be attended to during non-duty hours.

1544
1545 **22B.5.D.** Appearance in court a litigant or as a witness under an official order.

1546
1547 **22B.5.E.** The birth of a child making it necessary for a unit member who is the parent of the child to
1548 be absent from their position during the assigned hours of service.

1549
1550 **22B.5.F.** Imminent danger to the home of a unit member occasioned by a factor such as floor or fire,
1551 serious in nature, which under the circumstance the unit member cannot reasonably be
1552 expected to disregard, and which requires the attention of the unit member during assigned
1553 hours of service.

1554
1555 **22B.5.G.** Personal Necessity Leave will be subject to the following limits and conditions:

1556
1557 1. The total number of days allowed in one (1) fiscal year from such leave or leaves
1558 will not exceed six (6) days.
1559 2. Personal Necessity Leave claimed against accrued sick leave must be so
1560 designated on absence and time reports, but reasons for such leave are not
1561 required.

1562
1563 Two (2) of the six (6) days may be granted for any reason deemed appropriate by the unit
1564 member and with prior approval of the supervisor, and in no case will there be more than
1565 two (2) unit members off at any one (1) time in any work unit under this paragraph.

1566
1567 **22B.5.H.** **Unit members may request to have any Personal Necessity Leave time paid out,**
1568 **subject to the following conditions:**

1569 1) **The total number of days allowed in one (1) fiscal year to be paid from such**
1570 **leave(s) will not exceed six (6) days minus any days actually used/claimed.**
1571 2) **Personal necessity leave payout requests must be submitted between June 1st -**
1572 **15th, to ensure all personal necessity leave used/claimed to be accounted for**
1573 **up to that point in the current fiscal year.**
1574 3) **A minimum number of 46 sick leave hours must be maintained after**
1575 **personal necessity leaves are claimed for pay.**
1576 4) **In cases where the member uses/claims and is paid for more than a total of six**
1577 **(6) days, the unit member will be expected to repay the District for the overpaid**

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amount beyond the maximum six (6) days and the District will ensure any days/time will be credited back so only a maximum of six (6) days will be allowed to be used/considered for personal necessity leave in one year and to maintain a minimum amount of leave per Art. 22B23 Sect. 5H3. In the event repayment is necessary, such repayment will be made at the pay rate the unit member was compensated at the time of the original payout.

5) Personal Necessity Leave pay outs will be at a rate equivalent to the unit member's current placement on the salary schedule.

[See above.]

22B.5.H. Pregnancy Disability Leave

Regular/Contract unit members are entitled to use accumulated personal illness and injury leave for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

1. The foregoing provisions applicable to pregnancy disability leave shall be applied on the same terms and conditions applied to other temporary disabilities. It is the intent of the parties to this Agreement that the foregoing provisions be construed and applied in accordance with all applicable statutes and regulations.
2. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

22B.5.I. Leave Without Pay For Childbearing Preparation And Child Rearing

1. In addition to paid leave provisions described elsewhere in Article 22B, leave without pay or other benefits may be granted to regular/contract unit members for preparation for childbearing and for child rearing.
2. The unit member shall request such leave as soon as possible, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Chancellor when considering the scheduling and replacement problems of the District.
4. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
5. Once the unit member has been granted leave without pay for child bearing preparation and child rearing, the unit member is not entitled to use any accrued personal illness and injury leave or other paid leave for the duration of

1630 the unpaid leave, whether or not the illness or disability is related to a
1631 pregnancy, miscarriage, child birth, or recovery therefrom.

1632

1633 6. There shall not be a diminution of employment status for childbearing or child
1634 rearing except that no person shall be entitled to compensation, increment, or
1635 the accrual of seniority for layoff or reduction in force purposes, nor shall the
1636 time taken on parental leave count toward credit for probationary faculty in
1637 earning tenure status.

1638

1639 7. If a unit member is on leave for childbearing or child rearing, and in the event
1640 of a miscarriage or death of a child subsequent to childbirth, the unit member
1641 may request an immediate assignment to a unit position. If there is a vacancy
1642 for which a unit member is qualified, the District will assign the unit member to
1643 a position as soon as possible.

1644

1645 8. A unit member on unpaid maternity leave shall be entitled to pay to the District
1646 medical, dental, vision, group disability, life insurance, and/or other voluntary
1647 benefit premiums, in which case the District will continue coverage, subject to
1648 approval of the carrier. Such payments must be made in accordance with
1649 District procedures.

1650

1651 **22B.5.J. Bonding Leave**

1652

1653 Per Education Code section 87784.5, an academic employee may take up to thirty (30)
1654 days of leave in a school year, less than any days of leave authorized pursuant to
1655 Education Code section 87784 (Personal Necessity Leave), for the reasons outlined
1656 below.

1657

1658 A unit member may use accrued Personal Illness or Injury Leave or unpaid leave for
1659 Child Bonding Leave. Leave used under this Article must be designated at Child
1660 Bonding Leave on the Request for Leave form.

1661

1662 1. A biological parent may use Child Bonding Leave pursuant to this Article within
1663 the first year of the infant's birth.

1664

1665 2. A non-biological parent may use Child Bonding Leave pursuant to this Article
1666 within the first year of legally adopting a child.

1667

1668 **22B.5.K. Parental Leave**

1669

1670 Per Education Code section 87780.1, an academic employee may use accrued illness
1671 and injury leave for the purposes of parental leave for a period of up to twelve (12)
1672 workweeks.

1673

1674 1. Parental leave is defined as leave for reason of the birth of a child of the
1675 employee, or the placement of a child of an employee in connection with the
1676 adoption or foster care of the child by the employee.

1677

1678 2. Eligibility: Faculty members whose initial date of hire is at least 12 months prior
1679 to taking parental/child bonding leave are eligible. Faculty members are not
1680 required to have worked a minimum of 1,250 hours in the 12 months prior to the
1681 leave in order to be eligible for paid parental/child bonding leave.

1682
1683 3. Faculty members shall be entitled to utilize all accumulated sick leave for the
1684 purposes of parental/child bonding leave. When a unit member has exhausted
1685 all available illness and injury leave, including all accumulated illness and injury
1686 leave, and continues to be absent from member's duties on account of parental
1687 leave, the amount deducted from the unit member's salary for any of the
1688 remaining portion of the 12-workweek parental leave, shall be the amount
1689 actually paid a substitute employee to fill the position during the leave, or, if no
1690 substitute is employed, the amount that would have been deducted from the
1691 faculty member's salary had a substitute been used.

1692
1693 a. The 12-workweek period shall be reduced by any period of illness and
1694 injury leave, including accumulated illness and injury leave, taken during
1695 a period of parental leave.

1696 b. An employee shall not be provided more than one 12-workweek period for
1697 parental leave during any 12-month period.

1698 c. Parental leave taken pursuant to this section shall run concurrently with
1699 parental leave taken pursuant to Section 12945.2 of the Government
1700 Code. The aggregate amount of parental leave taken pursuant to this
1701 section and Section 12945.2 of the Government Code shall not exceed 12
1702 workweeks in a 12-month period.

1703 d. Parental/child-bonding leave under this section must be taken within
1704 twelve (12) months of the date of birth/placement of the child. This time
1705 off does not have to be taken consecutively.
1706 [2 CCR § 11090.]

1707 e. Where both parents of the child for whom leave is taken are employed by
1708 the District, any amount of parental/child bonding leave taken by one
1709 parent shall not diminish the twelve (12) workweeks of parental leave to
1710 which the parent may be entitled.
1711 [Educ. Code § 87780.1; Govt. Code § 12945.2.]

1712 22B.5.1. Child-Related Activities Leave

1713 Labor Code section 230.8 provides for an employee to take off up to forty (40) hours
1714 per year for "child-related" activities if the employee is a parent of one or more children
1715 of the age to attend kindergarten, grades 1 to 12, or a licensed child care provider.
1716 Child-related activities are defined as follows:

1717 1. To find, enroll, or reenroll employee's child in a school or with a licensed child
1718 care provider, or to participate in activities of the school or licensed child care
1719 provider of employee's child, if the employee, prior to taking the time off, gives
1720 reasonable notice to the employer of the planned absence of the employee. Time
1721 off pursuant to this Article shall not exceed eight hours in any calendar month of
1722 the year.

1723 2. To address a child care provider or school emergency, if the employee gives
1724 notice to the employer. Emergency for the purposes of this Article is defined as
1725 the school or child care provider having requested that the child be picked up.

1734 or has an attendance policy, excluding planned holidays, that prohibits the child
1735 from attending or requires the child to be picked up from the school or child
1736 care provider:

1738 a. Behavioral or discipline problems;
1739 b. Closure or unexpected unavailability of the school or child care
1740 provider, excluding planned holidays; and
1741 c. A natural disaster, including, but not limited to, fire, earthquake, or
1742 flood.

1744 3. If more than one parent of a child is employed by the District at the same
1745 worksites, the entitlement under Article 22B.A.3.6 of a planned absence as to that
1746 child applies, at any one time, only to the parent who first gives notice to the
1747 employer, such that another parent may take a planned absence simultaneously
1748 as to that same child under the conditions described in Articles 22B.3.6.1 and
1749 22B.3.6.2 only if employee obtains the employer's approval for the requested
1750 time off.

1752 4. "Parent" is defined to include a parent, guardian, stepparent, foster parent, or
1753 grandparent of, or a person who stands in loco parentis to, a child.

1755 5. Except for the need to address a child care provider or school emergency, the
1756 use of such leave is limited to eight (8) hours per month.

1758 6. Unit members may use Personal Necessity Leave as defined in Article 22B.6 or
1759 unpaid leave for Child- Related Activities Leave.

1761 7. Unit members must provide reasonable notice to District of the need for such
1762 child-related activities leave. Additionally, if requested by the District, the unit
1763 member shall provide documentation from the school or licensed child care
1764 provider as proof that he or she engaged in permitted child-related activities on
1765 a specific date and at a particular time. For purposes of this Article subdivision,
1766 "documentation" means whatever written verification of parental participation
1767 the school or licensed child care provider deems appropriate and reasonable.

1769 **22B.6. PARENTAL LEAVE BANK:**

1771 In the event of a parental leave, unit members may draw from this bank prior to using their
1772 daily sick leave.

1774 1) The Parental Leave Bank program shall be administered by a District/Federation
1775 committee composed of five (5) members: three (3) appointed by the Federation, and
1776 two (2) appointed by the District.

1778 2) The Parental Leave Bank program shall continue from year to year.

1780 3) The parties agree that a Parental Leave Bank shall be established to assist unit
1781 members with pregnancy and/or bonding time with a new child.

1783 4) All unit members may voluntarily participate in the Parental Leave Bank program by:

1784 a) Contributing one (1) hour of sick leave during the first (1st) full month

- b) Contributing one (1) hour of sick leave during the first (1st) month of a unit member's employment; or
- c) New participants may annually join the program during the month of September.

5) Whenever the Parental Leave Bank becomes depleted, each participating unit member will be taxed a maximum of one (1) additional hour per year from his/her accumulated sick leave bank to restock the bank. Sick leave days placed in the bank by participating unit members are irrevocable and:

- a) May not subsequently be withdrawn from the bank except as they are used for parental leave purposes as defined herein;
- b) May not be transferred to another district should that unit member obtain employment elsewhere;
- c) May only be used by participating unit members currently employed by the District;
- d) May not be withdrawn at the time of retirement and may not be used to extend a date of retirement or to receive service credit following a service or disability retirement;
- e) May not be used retroactively for a previous unpaid absence.
- f) No sick leave hours may be transferred or donated to the bank within sixty (60) days of the donor resigning or retiring.

6) A unit member may withdraw from participation in the Parental Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.

7) To apply for Parental Leave Bank usage, the participating unit member must submit the following to the District payroll office:

- a) A written request listing dates of absence to be granted in days from the parental leave bank,
- b) A doctor's note or other official documentation regarding the child, and
- c) An absence form(s) for the requested dates. The written request along with the supporting documents will be forwarded to the Parental Leave Bank committee chair. Upon receipt, the committee chair will review all documents with the committee. Once a majority agreement has been met by the committee, the chair will notify the payroll department, who will then notify the unit member of the committee's decision.

There shall be a maximum number of forty (40) withdrawal days per participating unit member per year.

8) A participating unit member using Parental Leave Bank days shall not have to replace those days except as a regular contributing member to the bank.

9) Human Resources will provide the Federation President, upon request, an annual report of the number of days used in the previous academic year as well as the number of days remaining in the bank at the beginning of each academic year.

ARTICLE 23 (FULL-TIME)

1839 **(ONLY APPLICABLE TO FULL-TIME FACULTY)**
1840 **[IFT Art. 18-B]**

1841 [Moved to combine with Article 22 above.]

1842 **Section 23.1. PERSONAL BUSINESS LEAVE:**

1843 **23.1.A. The College President, upon request and with prior approval, may, in his or her sole**
1844 **discretion, grant an absence for Personal Business Leave to a unit member.**

1845 **23.1.B. Absences for Personal Business Leave will be without pay unless the unit member elects**
1846 **to have such days of absence deducted from their accumulated sick leave Any District-**
1847 **sponsored group health insurance, including life insurance and long-term disability**
1848 **insurance, will not continue through the District while the unit member is on unpaid**
1849 **Personal Business Leave. The unit member may elect to continue coverage as afforded**
1850 **through COBRA for the group health plans, or through the insurance carrier for life**
1851 **insurance. The long-term disability insurance is not eligible for continuance at the**
1852 **employee cost. Upon return from this leave, the unit member will be reinstated to all group**
1853 **and welfare benefits in accordance with eligibility rules. Any voluntary deductions the**
1854 **unit member may have, may be continued at the expense of the unit member.**

1855 **23.1.C. In the event the unit member elects to have the absence deducted from sick leave, he/she**
1856 **may do so up to a maximum of two (2) accumulated sick leave days per college year for**
1857 **reasons of personal business.**

1858 **Section 23.2. PROFESSIONAL IMPROVEMENT LEAVE:**

1859 **23.2.A. Any unit member, after four (4) years of successful service to the District, may, upon**
1860 **request and approval, be granted a leave of absence for up to one (1) year. Upon**
1861 **application, one (1) additional year of Professional Improvement Leave may be granted,**
1862 **subject to determination of benefit to the District and Board approval.**

1863 **23.2.B. The unit member, upon returning from leave, will be placed on the step of the salary**
1864 **schedule that they would have attained had he/she been continuously employed by the**
1865 **District during such absence.**

1866 **23.2.C. There will be no loss of seniority, tenure, break in service, or other rights available under**
1867 **law because of such leave of absence.**

1868 **23.2.D. Requests for Professional Improvement Leave will be submitted no later than the**
1869 **beginning of the semester preceding the semester of requested leave.**

1870 **23.2.E. A Professional Improvement Leave of less than one (1) year may be granted, but not less**
1871 **than one (1) full semester.**

1872 **23.2.F. Any District sponsored group health insurance, including life insurance and long-term**
1873 **disability insurance, will not continue through the District while the unit member is on**
1874 **Professional Improvement Leave. The unit member may elect to continue coverage as**
1875 **afforded through COBRA for the group health plans, or through the insurance carrier for**
1876 **life insurance. The long-term disability insurance is not eligible for continuance at the**
1877 **employee cost. Upon return from this leave, the unit member will be reinstated to all group**
1878 **and welfare benefits in accordance with eligibility rules. Any voluntary deductions the**
1879 **unit member may have, may be continued at the expense of the unit member, with the**
1880 **carrier's approval.**

1892
1893 **Section 23.3. PUBLIC OFFICE LEAVE:**

1894
1895 **23.3.A. Any unit member elected to public office will be granted a leave of absence without pay**
1896 **for the duration of their elected term of office, if requested by the unit member.**

1897
1898 **23.3.B. The unit member must resume their full duties within six (6) months after their term of**
1899 **office expires.**

1900
1901 **23.3.C. Compensation for part-time service by a unit member on Public Office Leave will be on a**
1902 **pro rata basis of the unit member's full-time salary.**

1903
1904 **23.3.D. The period of time away on Public Office Leave will be counted as years of experience**
1905 **toward total years of service.**

1906
1907 **23.3.E. Unless otherwise agreed to, a unit member, upon completion of their term of office, will**
1908 **be reinstated to a comparable position to the one they held prior to their election.**

1909
1910 **23.3.F. Any District-sponsored group health insurance, including life insurance and long-term**
1911 **disability insurance, will not continue through the District while the unit member is on**
1912 **Public Office Leave. The unit member may elect to continue coverage as afforded through**
1913 **COBRA for the group health plans, or through the insurance carrier for life insurance. The**
1914 **long-term disability insurance is not eligible for continuance at the employee cost. Upon**
1915 **return from this leave, the unit member will be reinstated to all group and welfare benefits**
1916 **in accordance with eligibility rules. Any voluntary deductions the unit member may have,**
1917 **may be continued at the expense of the unit member, with the carrier's approval.**

1918
1919 **Section 23.4. HEALTH LEAVE:**

1920
1921 **23.3.A. Any unit member may, with approval of the College President and at the discretion of the**
1922 **Board, be granted a leave of absence for health reasons for a period of time not to exceed**
1923 **one (1) year. Such leave will be without pay and retirement benefits.**

1924
1925 **23.3.B. Certification of the need, or proof of illness, for such leave, acceptable to the District,**
1926 **must be provided by the unit member's health care provider.**

1927
1928 **23.3.C. Any such leave will not be counted as experience on the salary schedule, nor will it be**
1929 **counted in determining other benefits such as sick leave or sabbatical leave eligibility.**

1930
1931 **23.3.D. Any such leave granted, however, will not count as a break in continuity of service to the**
1932 **District.**

1933
1934 **23.3.E. The District agrees to pay the District insurance contribution when a unit member is on a**
1935 **health leave.**

1936
1937 **Section 23.5. PERSONAL FAMILY AND PARENTAL LEAVE:**

1938
1939 **23.5.A. Family And Medical Leave**

1940
1941 **1. Employee Eligibility**

1942
1943 **Article 23.5.A will only apply to the administration of the Federal Family and Medical**
1944 **Leave Act of 1993 and the California Family Rights Act of 1991 (collectively,**

1945 “FMLA/CFRA”). Leave under FMLA/CFRA is unpaid leave unless an employee is
1946 eligible to use accrued or other paid leave for absence. Leave used under FMLA/CFRA
1947 must be designated as FMLA/CFRA on the request form.

1949 The following conditions, requirements, and procedures shall apply when requests for
1950 family care and medical leave are made:

1952 To be eligible for benefits under FMLA/CFRA, an employee must:

- 1954 a. Have worked for the District for at least 12 months; and
- 1956 b. Have worked at least 1,250 hours over the previous 12 months for the District.
1957 [Under federal law, full-time instructional personnel (employees whose
1958 principal function is to teach and instruct students) are presumed to work at
1959 least 1,250 hours per year.]

1961 **2. Reasons for Taking Leave**

1963 A leave request from an eligible employee must be granted for any of the following
1964 reasons:

- 1966 a. Birth of the employee's child;
- 1968 b. Placement of a child with the employee for adoption or foster care;
- 1970 c. Care for the employee's child, spouse, or parent with a serious health condition;
- 1972 d. The employee's own serious health condition that keeps employee's own job
1973 function from being performed;
- 1975 e. A qualifying exigency arising from the foreign deployment of the employee's
1976 spouse, son, daughter, or parent with the Armed Forces (“qualified exigency”);
1977 or,
- 1979 f. To care for a service member with a serious injury or illness if the employee is
1980 the service member's spouse, son, daughter, parent, or next of kin (“military
1981 caregiver”).

1983 **3. Advance Notice of Leave and Medical Certification**

1985 Employees will provide (1) advance written notice of the leave request and (2) medical
1986 certification(s) whenever a serious health condition is involved.

- 1988 a. If the need for the leave is foreseeable, employees will provide 30 days advance
1989 written notice. If the need for the leave is unforeseen (i.e., an emergency), notice
1990 is required to be given as soon as practicable.
- 1992 b. If the leave is to care for a child, spouse or parent with a serious health
1993 condition or because of the employee's own serious health condition, the
1994 employee will provide medical certification from a health care provider or
1995 physician. The medical certification must include:

- 1996 1. Date of commencement of the serious health condition;

1998 2. Probable duration of the condition;
1999 3. Estimated amount of time the health care provider will provide care; and
2000 4. Confirmation that the serious condition of the child, spouse or parent
2001 warrants the participation of the employee; or, in the case of the
2002 employee's own serious health condition, certification that the employee
2003 is unable to perform employee's job functions.

2004 c. If the leave is for the employee's own serious health condition, the District may
2005 require a second and third medical opinion at the District's expense.

2006 d. If the leave is needed for planned medical treatment or supervision, the
2007 employee must make a reasonable effort to schedule the treatment or
2008 supervision to minimize disruptions to the District.

2009 4. Continuation of Health Coverage and Other Job Benefit Plan

2010 a. An employee taking leave under FMLA/CFRA will continue to participate in any
2011 group health care benefits plan under the same terms and conditions, including
2012 any necessary co-payments, by which the employee was enrolled prior to the
2013 first day of the leave.

2014 b. If the employee fails to return from the leave for any reason other than the
2015 recurrence, continuance, or onset of a serious health condition, the employee
2016 will be liable to the District for premiums paid for maintaining the employee's
2017 health coverage.

2018 c. An employee may, at employee's expense, continue to participate in all other
2019 employee benefit plans offered by the employer during the leave period.

2020 5. Intermittent or Reduced Schedule Leave

2021 An employee may take leave intermittently (e.g., in blocks of time), or by reducing a
2022 normal work schedule, in the following circumstances:

2023 a. Where the leave is for the birth or placement of a child, leave may be taken on an
2024 intermittent or reduced schedule basis if the District approves.

2025 b. Leave may be taken intermittently or on a reduced work schedule whenever it is
2026 medically necessary to care for a family member with a serious health condition,
2027 or because the employee is seriously ill and unable to work the employee's
2028 regular work schedule.

2029 6. Substitution of Paid Leave and Other Leave Requests

2030 An employee must substitute accrued or other paid leave, including personal illness
2031 and injury, where applicable, for the unpaid family care leave entitlement.

2032 7. Maternity

2033 A female on maternity leave will not start using family care leave under CFRA until her
2034 disability period is over (i.e., when their physician takes her off pregnancy related
2035 disability).

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8. Period of Eligibility per Fiscal Year

The 12 workweek period (26 workweeks for military caregiver leave) of entitlement commences on the first day of the leave.

9. Seniority, Employee Benefits and Break in Service

An employee on FMLA/CFRA leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on leave will not accrue seniority or additional benefits, such as illness and injury leave or similar benefits, during any unpaid leave under FMLA/CFRA. The leave will not constitute a break in service for purposes of longevity and seniority.

10. Reinstatement of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

[CFRA - Govt. Code § 12945.2; FMLA - 29 U.S.C. § 2601 et. seq.]

23.5.C. Pregnancy Disability Leave

Regular/Contract unit members are entitled to use accumulated personal illness and injury leave for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth, and recovery therefrom on the same terms and conditions applied to leaves of absence for other temporary disabilities. The length of such disability leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

1. The foregoing provisions applicable to pregnancy disability leave shall be applied on the same terms and conditions applied to other temporary disabilities. It is the intent of the parties to this Agreement that the foregoing provisions be construed and applied in accordance with all applicable statutes and regulations.
2. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

23.5.D. Leave Without Pay For Childbearing Preparation And Child Rearing

1. In addition to paid leave provisions described elsewhere herein, leave without pay or other benefits may be granted to regular/contract unit members for preparation for childbearing and for child rearing.
2. The unit member shall request such leave as soon as possible, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Chancellor when considering the scheduling and replacement problems of the District.

2104 4. The duration of such leave shall consist of no more than twelve (12) consecutive
2105 months and shall automatically terminate on June 30 in the school year in which such
2106 leave is granted. An extension of leave may be granted, not to exceed an additional
2107 twelve (12) months.

2108 5. Once the unit member has been granted leave without pay for child bearing preparation
2109 and child rearing, the unit member is not entitled to use any accrued personal illness
2110 and injury leave or other paid leave for the duration of the unpaid leave, whether or not
2111 the illness or disability is related to a pregnancy, miscarriage, child birth, or recovery
2112 therefrom.

2113 6. There shall not be a diminution of employment status for childbearing or child rearing
2114 except that no person shall be entitled to compensation, increment, or the accrual of
2115 seniority for layoff or reduction in force purposes, nor shall the time taken on parental
2116 leave count toward credit for probationary faculty in earning tenure status.

2117 7. If a unit member is on leave for childbearing or child rearing, and in the event of a
2118 miscarriage or death of a child subsequent to childbirth, the unit member may request
2119 an immediate assignment to a unit position. If there is a vacancy for which a unit
2120 member is qualified, the District will assign the unit member to a position as soon as
2121 possible.

2122 8. A unit member on unpaid maternity leave shall be entitled to pay to the District medical,
2123 dental, vision, group disability, life insurance, and/or other voluntary benefit premiums,
2124 in which case the District will continue coverage, subject to approval of the carrier.
2125 Such payments must be made in accordance with District procedures.

23.5.E. Bonding Leave

2131 Per Education Code section 87784.5, an academic employee may take up to thirty (30) days of
2132 leave in a school year, less than any days of leave authorized pursuant to Education Code
2133 section 87784 (Personal Necessity Leave), for the reasons outlined below.

2134 A unit member may use accrued Personal Illness or Injury Leave or unpaid leave for Child
2135 Bonding Leave. Leave used under this Article must be designated at Child Bonding Leave on
2136 the request form.

2137 1. A biological parent may use Child Bonding Leave pursuant to this Article within the
2138 first year of the infant's birth.

2139 2. A non-biological parent may use Child Bonding Leave pursuant to this Article within
2140 the first year of legally adopting a child.

23.5.F. Parental Leave

2141 Per Education Code section 87780.1, an academic employee may use accrued illness and
2142 injury leave for the purposes of parental leave for a period of up to twelve (12) workweeks.

2143 1. Parental leave is defined as leave for reason of the birth of a child of the employee, or
2144 the placement of a child of an employee in connection with the adoption or foster care
2145 of the child by the employee.

2156 2. Eligibility: Faculty members whose initial date of hire is at least 12 months prior to
2157 taking parental/child bonding leave are eligible. Faculty members are not required to
2158 have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to
2159 be eligible for paid parental/child bonding leave.

2160 3. Faculty members shall be entitled to utilize all accumulated sick leave for the purposes
2161 of parental/child bonding leave. When a unit member has exhausted all available illness
2162 and injury leave, including all accumulated illness and injury leave, and continues to be
2163 absent from member's duties on account of parental leave, the amount deducted from
2164 the unit member's salary for any of the remaining portion of the 12-workweek parental
2165 leave, shall be the amount actually paid a substitute employee to fill the position during
2166 the leave, or, if no substitute is employed, the amount that would have been deducted
2167 from the faculty member's salary had a substitute been used.

2168 2170 a. The 12-workweek period shall be reduced by any period of illness and injury
2171 leave, including accumulated illness and injury leave, taken during a period of
2172 parental leave.

2173 2174 b. An employee shall not be provided more than one 12-workweek period for
2175 parental leave during any 12-month period.

2176 2177 c. Parental leave taken pursuant to this section shall run concurrently with parental
2178 leave taken pursuant to Section 12945.2 of the Government Code. The aggregate
2179 amount of parental leave taken pursuant to this section and Section 12945.2 of
2180 the Government Code shall not exceed 12 workweeks in a 12-month period.

2181 2182 d. Parental/child bonding leave under this section must be taken within twelve (12)
2183 months of the date of birth/placement of the child. This time off does not have to
2184 be taken consecutively.
2185 [2 CCR § 11090.]

2186 2187 e. Where both parents of the child for whom leave is taken are employed by the
2188 District, any amount of parental/child bonding leave taken by one parent shall
2189 not diminish the twelve (12) workweeks of parental leave to which the parent
2190 may be entitled.
2191 [Educ. Code § 87780.1; Govt. Code § 12945.2.]

23.5.G. Child-Related Activities Leave

2192 2193 Labor Code section 230.8 provides for an employee to take off up to forty (40) hours per year
2194 for "child-related" activities if the employee is a parent of one or more children of the age to
2195 attend kindergarten, grades 1 to 12, or a licensed child care provider. Child-related activities
2196 are defined as follows:

2197 2200 1. To find, enroll, or reenroll employee's child in a school or with a licensed child care
2201 provider, or to participate in activities of the school or licensed child care provider of
2202 employee's child, if the employee, prior to taking the time off, gives reasonable notice
2203 to the employer of the planned absence of the employee. Time off pursuant to this
2204 Article shall not exceed eight hours in any calendar month of the year.

2205 2206 2. To address a child care provider or school emergency, if the employee gives notice to
2207 the employer. Emergency for the purposes of this Article is defined as the school or
2208 child care provider having requested that the child be picked up, or has an attendance

2209 policy, excluding planned holidays, that prohibits the child from attending or requires
2210 the child to be picked up from the school or child care provider:

2211 a. Behavioral or discipline problems;

2213 b. Closure or unexpected unavailability of the school or child care provider,
2214 excluding planned holidays; and

2215 c. A natural disaster, including, but not limited to, fire, earthquake, or flood.

2217 3. If more than one parent of a child is employed by the District at the same worksite, the
2218 entitlement under Article 23.5.G of a planned absence as to that child applies, at any
2219 one time, only to the parent who first gives notice to the employer, such that another
2220 parent may take a planned absence simultaneously as to that same child under the
2221 conditions described in Articles 18-A.3.6.1 and 18-A.3.6.2 only if employee obtains the
2222 employer's approval for the requested time off.

2223 4. "Parent" is defined to include a parent, guardian, stepparent, foster parent, or
2224 grandparent of, or a person who stands in loco parentis to, a child.

2227 5. Except for the need to address a child care provider or school emergency, the use of
2228 such leave is limited to eight (8) hours per month.

2230 6. Unit members may use Personal Necessity Leave as defined in Article 22A.5 or unpaid
2231 leave for Child-Related Activities Leave.

2233 7. Unit members must provide reasonable notice to District of the need for such child-
2234 related activities leave. Additionally, if requested by the District, the unit member shall
2235 provide documentation from the school or licensed child care provider as proof that he
2236 or she engaged in permitted child-related activities on a specific date and at a
2237 particular time. For purposes of this Article subdivision, "documentation" means
2238 whatever written verification of parental participation the school or licensed child care
2239 provider deems appropriate and reasonable.

2241 A. Any unit member may, with approval of the College President, be granted a leave, in addition
2242 to the leave provided in Article 18-A, Section 1 (A)(11) above, for a specific reason deemed
2243 appropriate including leave to care for a child, at the convenience of the District.

2245 B. Any District-sponsored group health insurance, including life insurance and long-term
2246 disability insurance, will not continue through the District while the unit member is on Personal
2247 and Parental Leave. The unit member may elect to continue coverage as afforded through
2248 COBRA for the group health plans, or through the insurance carrier for life insurance. The long-
2249 term disability insurance is not eligible for continuance at the employee cost. Upon return from
2250 this leave, the unit member will be reinstated to all group and welfare benefits in accordance
2251 with eligibility rules. Any voluntary deductions the unit member may have, may be continued
2252 at the expense of the unit member, with the carrier's approval.

2254 C. Any such leave requires Board approval prior to taking such leave.

2256 D. There will be no loss of seniority, tenure, or other rights available under law because of such
2257 leave.

**ARTICLE 23-24 (FULL-TIME)
OTHER LEAVE MILITARY LEAVE
(ONLY APPLICABLE TO FULL-TIME ALL FACULTY)**

Section .1. MILITARY LEAVE:

2264 **23 24.A.** Unit members will be granted military leave in accordance with the provisions of the
2265 State of California Education Code and of the Military and Veterans Code.

2267 23 24.B. Part-time faculty are eligible for military leave as provided by law, but the
2268 amount of leave may be pro-rated.

2270 Signed and entered into this _____ day of _____, 2025.

2272 FOR THE DISTRICT FOR SCFT
