

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:

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

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

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.]

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

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

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

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

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

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

#### 22A.1.B. Sick Leave Utilization

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

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

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

HOURS OF SCHEDULED DUTIES PER DAY (INCLUDING OFFICE HOURS AND OVERLOAD)													
HOURS ABSENT		<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> day	<u>0.5</u> day	<u>0.34</u> day	<u>0.25</u> day	<u>0.19</u> day	<u>0.16</u> day	<u>0.16</u> day	<u>0.13</u> day	<u>0.13</u> day	<u>0.09</u> day	<u>0.09</u> day	<u>0.09</u> day
	<u>2</u>	-	<u>1</u> day	<u>0.66</u> day	<u>0.5</u> day	<u>0.41</u> day	<u>0.34</u> day	<u>0.28</u> day	<u>0.25</u> day	<u>0.22</u> day	<u>0.19</u> day	<u>0.19</u> day	<u>0.16</u> day
	<u>3</u>	-	-	<u>1</u> day	<u>0.75</u> day	<u>0.59</u> day	<u>0.5</u> day	<u>0.44</u> day	<u>0.38</u> day	<u>0.34</u> day	<u>0.31</u> day	<u>0.28</u> day	<u>0.25</u> day
	<u>4</u>	-	-	-	<u>1</u>	<u>0.81</u>	<u>0.66</u>	<u>0.56</u>	<u>0.5</u>	<u>0.44</u>	<u>0.38</u>	<u>0.38</u>	<u>0.34</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>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>	

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

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

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

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

- a. Unit members are not required to use sick leave while on parental leave, and may opt to stay in unpaid status. However, unit members are permitted to use sick leave during parental leave. There is no limit on the number of days of sick leave that a unit member may take during parental leave, but the parental leave will not exceed twelve (12) work weeks.
- b. A unit member who takes, and exhausts, all available sick leave while on parental leave may receive extended sick leave for the remaining portion of the parental leave period. In no event will the application of paid sick leave and extended sick leave entitle the unit member to additional beyond the CFRA leave period.

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

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

**135.** 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. An electronic timekeeping system may be implemented to track absences and hourly assignments.

**146.** After a unit member is absent three (3) or more consecutive duty days, he or she will provide the administration, upon request, a statement from a health care provider verifying their fitness to return to duty. A member absent for more than three (3) duty days will notify their 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)~~ ~~four (4)~~ **three (3)** consecutive days of absence.

**157.** 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.

**168.** 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 **or overload** rate for that member, will be deducted from the next available salary warrant.

**22A.1.BC.** 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** ~~C~~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 for an extended period of time: unit member's parents, spouse/registered domestic partner, children, legal dependent, or other member of the immediate household. Catastrophic illness or injury requires the unit member to take time off from work for an extended period of time to care for themselves or an eligible individual, and taking time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and all other paid time off available to the employee. 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.

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

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

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.

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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.

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

5. For approved workers' compensation claims, industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. If a claim is delayed or denied, the employee's accumulated sick leave will be used.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member will be entitled only to the amount of unused industrial accident and illness leave due to them for the same illness and injury.
7. Upon termination of the industrial accident and illness leave, the unit member will be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections their absence will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to them of not more than their full salary.  
  
(See Sick Leave, Article **2222A, Section** 1).
8. During any paid leave of absence, the unit member will endorse to the District the temporary disability indemnity checks received due to their industrial accident or illness. The District, in turn, will issue the unit member appropriate salary warrants for payment of the unit member's salary, and will deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually covered by such salary warrants.
9. When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of their prior assignment, the District will meet with the unit member to discuss accommodations as required by state and federal law. If the District cannot provide a reasonable accommodation, the unit member will be separated from the District.

**Section 22A.3.** BEREAVEMENT LEAVE:

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

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

- 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 registered domestic partner
- Any relative living in the immediate household of the unit member

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

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

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

**22A.3.E.** Bereavement Leave may be granted, without loss of salary for the time necessary to 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.

**22A.3.F.** Bereavement Leave must be taken within six (6) months of the death of the immediate family member or close friend, **and need not be taken consecutively.**  
**(Govt. Code §§ 12945.7(b)-(c).)**

**22A.3.G.** **The leave described in Section 22A.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.)**

**22A.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 22A.4. JURY DUTY LEAVE:**

- 22A.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.
- 22A.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.
- 22A.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.
- 22A.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.
- 22A.4.E.** Unit members are required to return to work during any day in which jury duty services are not required.
- 22A.4.F.** The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

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

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

Personal Necessity Leave may be used for the following reasons:

- 22A.5.A.** The death of a member of the unit member's immediate family (as defined in Section **22A(3)(B)** of this Article) when the number of days of absence exceeds the limit provided in Section **22A(3)(A)** of this Article.
- 22A.5.B.** Serious illness of a member of the faculty member's "immediate family" as defined in Section **22A(3)(B)** of this Article.
- 22A.5.C.** An accident involving the faculty member's person or property or the person or property of a member of their immediate family, as defined in Section **22A(3)(B)** of this Article. Such accident must be (a) serious in nature, (b) involve a circumstance the unit member cannot reasonably be expected to disregard, (c) require the attention of the unit member during assigned hours of service, and (d) cannot be attended to during non-duty hours.
- 22A.5.D.** Appearance in court as a litigant or as a witness under an official order.

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

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

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

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

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

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

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

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

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

~~a) Schedule A Sick Leave: 15 days~~

~~b) Hourly Sick Leave: 6 hours~~

~~4) In cases where the member uses/claims and is paid for more than a total of six (6) days, the unit member will be expected to repay the District for the overpaid 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. 22A.5.H3. 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.~~

## **Section 22A.6** SABBATICAL LEAVE:

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

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

[Education Code 87767.]

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

1. Unit members may apply for a sabbatical leave during their sixth consecutive year of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the unit member will have completed six (6) consecutive years of full-time service by the beginning of their sabbatical leave. After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until they have served on a full-time basis for at least six (6) additional consecutive years. A leave for professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.  
[Education Code 87768.]
2. Subject to the availability of funds and discretion of the District, the District will allocate sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges will be as follows: the number of leaves assigned to Fresno City College, Reedley College, Clovis Community College, and Madera Community College will be based upon the ratio of full-time unit members at Fresno City College, Reedley College, Clovis Community College, and Madera Community College to the total of all faculty employed by the State Center Community College District.
3. If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the committee for sabbatical leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty will be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the College/Campus President may recommend fewer leaves than that number allocated to the college.
4. Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional programs, non-instructional programs and services to students.
5. The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave. Prior to entering upon a sabbatical leave the unit member may choose one of two methods of compensation. Under Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to the unit member during the period of sabbatical leave in the event said unit member fails to return and to render two (2) full years of service in the District following the completion of the sabbatical leave. Under Option II, the unit member may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option I. Such an agreement form is available in the Office of Human Resources. The unit member is expected to complete their sabbatical leave as indicated in their approved sabbatical leave proposal.
6. Each unit member applying for sabbatical leave will submit a formal standardized application to the appropriate committee for sabbatical leaves prior to November 1 of the academic year preceding the academic year of the proposed leave. The committee at each college will consist of the Vice President of Instruction, acting as chairperson, all division Deans or those in

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

- a. The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services area.
- b. The committee at each institution will provide the College President with a recommended rank order of leave applications which will be submitted to the Chancellor, along with the College President's recommendations, if any, for subsequent presentation to the Board of Trustees.
- c. Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which became available after the deadline date.

7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the committee for sabbatical leaves and for distribution among faculty, a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, will be forwarded through the College President's office to the Chancellor not later than one (1) semester after return to duty. **The Sabbatical leave report shall be provided to the Board and the faculty member may be required to give a presentation to the Board.**  
**[Educ. Code § 87768.]**

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

8. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.
9. Sabbatical leaves may be granted as follows:
  - a. One (1) semester at one hundred percent (100%) of full salary, or
  - b. One (1) full academic year at sixty-five percent (65%) of full salary, or
10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and receive remuneration, so long as the combined income from the District's sixty-five percent (65%) salary payment and the outside remuneration does not exceed one-hundred percent (100%) of what the unit member would receive on the regular faculty salary schedule. A proof of income statement completed and notarized by a Certified Public Accountant (CPA) is required to verify the unit member's income. Any excess amounts will adjust the District's sixty-five percent (65%) salary payment downward to maintain the one-hundred percent (100%) salary figure. Outside income that a unit member previously and regularly received during a school year is not affected by the provisions of this section, which apply only to additional employment that a unit member secures during the sabbatical year. Income that a unit member 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

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

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

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

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

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

- 1) The Parental Leave Bank program shall 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 Parental Leave Bank program shall continue from year to year.**
- 3) The parties agree that a Parental Leave Bank shall be established to assist unit members with pregnancy and/or bonding time with a new child.**
- 4) All unit members may voluntarily participate in the Parental Leave Bank program by:**
  - a) Contributing one (1) day of sick leave during the first (1st) full month following the signing of this Agreement; or**
  - b) Contributing one (1) day 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 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

779 annual report of the number of days used in the previous academic year as well  
780 as the number of days remaining in the bank at the beginning of each academic  
781 year.  
782

783 **22A.9. PERSONAL BUSINESS LEAVE:**  
784

785 22A.9.A. The College President, upon request and with prior approval, may, in his or her  
786 sole discretion, grant an absence for Personal Business Leave to a unit member.  
787

788 22A.9.B. Absences for Personal Business Leave will be without pay unless the unit member  
789 elects to have such days of absence deducted from their accumulated sick leave  
790 Any District-sponsored group health insurance, including life insurance and long-  
791 term disability insurance, will not continue through the District while the unit  
792 member is on unpaid Personal Business Leave. The unit member may elect to  
793 continue coverage as afforded through COBRA for the group health plans, or  
794 through the insurance carrier for life insurance. The long-term disability insurance  
795 is not eligible for continuance at the employee cost. Upon return from this leave,  
796 the unit member will be reinstated to all group and welfare benefits in accordance  
797 with eligibility rules. Any voluntary deductions the unit member may have, may be  
798 continued at the expense of the unit member.  
799

800 22A.9.C. In the event the unit member elects to have the absence deducted from sick leave,  
801 he/she may do so up to a maximum of two (2) accumulated sick leave days per  
802 college year for reasons of personal business.  
803

804 [From 23.1 without change]

805 **22A.10. PROFESSIONAL IMPROVEMENT LEAVE:**  
806

807 22A.10.A. Any unit member, after four (4) years of successful service to the District, may,  
808 upon request and approval, be granted a leave of absence for up to one (1) year.  
809 Upon application, one (1) additional year of Professional Improvement Leave may  
810 be granted, subject to determination of benefit to the District and Board approval.  
811

812 22A.10.B. The unit member, upon returning from leave, will be placed on the step of the  
813 salary schedule that they would have attained had he/she been continuously  
814 employed by the District during such absence.  
815

816 22A.10.C. There will be no loss of seniority, tenure, break in service, or other rights available  
817 under law because of such leave of absence.  
818

819 22A.10.D. Requests for Professional Improvement Leave will be submitted no later than the  
820 beginning of the semester preceding the semester of requested leave.  
821

822 22A.10.E. A Professional Improvement Leave of less than one (1) year may be granted, but  
823 not less than one (1) full semester.  
824

825 22A.10.F. Any District-sponsored group health insurance, including life insurance and long-  
826 term disability insurance, will not continue through the District while the unit  
827 member is on Professional Improvement Leave. The unit member may elect to  
828 continue coverage as afforded through COBRA for the group health plans, or  
829 through the insurance carrier for life insurance. The long-term disability insurance  
830 is not eligible for continuance at the employee cost. Upon return from this leave,  
831 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  
887 **22A.13.A. Family And Medical Leave**

888  
889 **1. Employee Eligibility**

890  
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.**

896  
897 **The following conditions, requirements, and procedures shall apply when**  
898 **requests for family care and medical leave are made:**

899  
900 **To be eligible for benefits under FMLA/CFRA, an employee must:**

- 901  
902 **a. Have worked for the District for at least 12 months; and**
- 903  
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.]**

908  
909 **2. Reasons for Taking Leave**

910  
911 **A leave request from an eligible employee must be granted for any of the**  
912 **following reasons:**

- 913  
914 **a. Birth of the employee's child;**
- 915  
916 **b. Placement of a child with the employee for adoption or foster care;**
- 917  
918 **c. Care for the employee's child, spouse, or parent with a serious health**  
919 **condition;**
- 920  
921 **d. The employee's own serious health condition that keeps employee's own**  
922 **job function from being performed;**
- 923  
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,**
- 927  
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").**

931  
932 **3. Advance Notice of Leave and Medical Certification**

933  
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.**  
936

- 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 Leave

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.**  
1094

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

1. A biological parent may use Child Bonding Leave pursuant to this Article within the first year of the infant's birth.
2. A non-biological parent may use Child Bonding Leave pursuant to this Article within the first year of legally adopting a child.

#### 22A.13.E. Parental Leave

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

1. Parental leave is defined as leave for reason of the birth of a child of the employee, or the placement of a child of an employee in connection with the adoption or foster care of the child by the employee.
2. Eligibility: Faculty members whose initial date of hire is at least 12 months prior to taking parental/child bonding leave are eligible. Faculty members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental/child bonding leave.
3. Faculty members shall be entitled to utilize all accumulated sick leave for the purposes of parental/child bonding leave. When a unit member has exhausted all available illness and injury leave, including all accumulated illness and injury leave, and continues to be absent from member's duties on account of parental leave, the amount deducted from the unit member's salary for any of the remaining portion of the 12-workweek parental leave, shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount that would have been deducted from the faculty member's salary had a substitute been used.
  - a. The 12-workweek period shall be reduced by any period of illness and injury leave, including accumulated illness and injury leave, taken during a period of parental leave.
  - b. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.
  - c. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
  - d. Parental/child-bonding leave under this section must be taken within twelve (12) months of the date of birth/placement of the child. This time off does not have to be taken consecutively.

[\[2 CCR § 11090.\]](#)

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.]

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

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:

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.
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:
  - a. Behavioral or discipline problems;
  - b. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and
  - c. A natural disaster, including, but not limited to, fire, earthquake, or flood.
3. If more than one parent of a child is employed by the District at the same worksite, 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.
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.
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.
6. Unit members may use Personal Necessity Leave as defined in Article 22A.5 or unpaid leave for Child- Related Activities Leave.
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

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

ARTICLE 22B (PART-TIME)  
[LEAVES WITH PAY  
(ONLY APPLICABLE TO PART-TIME FACULTY)  
[PT Art. 14]

Section **22B.1.** SICK LEAVE PROVISIONS:

**Section 22B.1.A.** Sick Leave **Accrual:**

- 1) For part-time unit members, sick leave will be accrued at the rate of one (1) hour earned for each eighteen (18) hours of teaching, counseling or librarian duties in fall and spring semesters and summer. ~~Full-time faculty teaching during the summer do not accrue additional hourly sick leave.~~  
[Moved above.]
- 2) An electronic timekeeping system may be implemented to track absences and hours that are reported on a monthly basis.

**22B.1.B. Sick Leave Provisions**

- ~~3)1.~~ Unused sick leave will accumulate each term the unit member works.
- ~~4)2.~~ Each fall and spring semester, every unit member will receive a sick leave allotment credit equal to their entitlement for the semester. A unit member may use this credited sick leave anytime during the academic year or during summer session.

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

- ~~1)3~~ Any unit member will have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery there-from.
- ~~2)4.~~ A unit member may use their sick leave for purposes of parental leave for a period of up to twelve (12) workweeks. The amount of leave when combined with other leaves under the California Family Rights Act (CFRA), will not exceed twelve (12) workweeks.
  - a. Unit members are not required to use sick leave while on parental leave, and may opt to stay in unpaid status. However, unit members are permitted to use sick leave during parental leave. There is no limit on the number of hours of sick leave that a unit member may take during parental leave, but the parental leave will not exceed twelve (12) workweeks.
  - b. A unit member who takes, and exhausts, all available sick leave while on parental leave may receive extended sick leave for the remaining portion of the parental leave period. In no event will the application of paid sick leave and extended sick leave entitle the unit member to additional leave beyond the CFRA leave period.
  - c. Unit members who are not eligible for CFRA leave, solely because they have not provided at least one thousand two hundred fifty (1,250) hours of service in the twelve (12) months immediately preceding the request, are eligible to take parenting leave under this Article **as indicated in Article 22B.5.I below.**

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

**4.4** 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 C**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 (1<sup>st</sup>) full month following the signing of this Agreement; or
  - b. Contributing eight (8) hours of sick leave during the first (1<sup>st</sup>) month of a unit

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

5. Whenever the Catastrophic Leave Bank becomes depleted, each participating unit member will be charged a maximum of two (2) additional hours per year from their accumulated sick leave to restock the bank. Sick leave hours 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 by the process contained in this section;
- d. May not be withdrawn at the time of retirement.

6. 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 hours contributed previously may not be withdrawn.

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

- a. Qualified for re-hire preference under the terms of Article 11-B, Section 8;
- b. 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 hours; including extending sick leave;  
and
- c. Been incapacitated or absent no fewer than thirty (30) additional consecutive calendar days.

8. 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 hours 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.

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

9. A participating unit member using Catastrophic Leave Bank hours will not have to replace those hours except as a regular contributing member to the bank.
10. ~~A unit member may not continue to receive Catastrophic Leave Bank hours beyond the end of the semester during which the illness or injury occurred.~~  
A unit member may not continue to receive Catastrophic Leave Bank hours beyond the end of the semester during which the illness or injury occurred, through an automatic reapproval pending the member:
- a) Is an employee of the district and has received an assignment in the subsequent semester;
  - b) Provides verification the original reason for Catastrophic Leave remains applicable and relevant.
11. Human Resources will provide the Federation President, upon request, an annual report of the number of hours used in the previous academic year as well as the number of days/hours remaining in the Catastrophic Leave Bank at the beginning of each academic year.

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

**A.**For accidents or illnesses that 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.

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

5. For approved workers' compensation claims industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. If a claim is delayed or denied, the employee's accumulated sick leave will be used.
6. When an industrial accident and illness leave overlaps into the next fiscal year, the unit member will be entitled to only the amount of unused industrial accident and illness leave due them for the same illness and injury.
7. Upon termination of the industrial accident or illness leave, the unit member will be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and for the

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

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

### **Section 22B.3. BEREAVEMENT LEAVE:**

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

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

- 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

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

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

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

**22B.3.E.** **Bereavement Leave may be granted, without loss of salary for the time necessary to 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.

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

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

Personal Necessity Leave may be used for the following reasons:

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

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

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

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

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

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

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

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

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

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

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

~~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

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

6. There shall not be a diminution of employment status for childbearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary faculty in earning tenure status.
7. If a unit member is on leave for childbearing or child rearing, and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as possible.
8. A unit member on unpaid maternity leave shall be entitled to pay to the District medical, dental, vision, group disability, life insurance, and/or other voluntary benefit premiums, in which case the District will continue coverage, subject to approval of the carrier. Such payments must be made in accordance with District procedures.

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

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

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

1. A biological parent may use Child Bonding Leave pursuant to this Article within the first year of the infant's birth.
2. A non-biological parent may use Child Bonding Leave pursuant to this Article within the first year of legally adopting a child.

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

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

1. Parental leave is defined as leave for reason of the birth of a child of the employee, or the placement of a child of an employee in connection with the adoption or foster care of the child by the employee.
2. Eligibility: Faculty members whose initial date of hire is at least 12 months prior to taking parental/child bonding leave are eligible. Faculty members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental/child bonding leave.

3. Faculty members shall be entitled to utilize all accumulated sick leave for the purposes of parental/child bonding leave. When a unit member has exhausted all available illness and injury leave, including all accumulated illness and injury leave, and continues to be absent from member's duties on account of parental leave, the amount deducted from the unit member's salary for any of the remaining portion of the 12-workweek parental leave, shall be the amount actually paid a substitute employee to fill the position during the leave, or, if no substitute is employed, the amount that would have been deducted from the faculty member's salary had a substitute been used.
- a. The 12-workweek period shall be reduced by any period of illness and injury leave, including accumulated illness and injury leave, taken during a period of parental leave.
- b. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.
- c. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- d. Parental/child-bonding leave under this section must be taken within twelve (12) months of the date of birth/placement of the child. This time off does not have to be taken consecutively.  
[2 CCR § 11090.]
- 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.]

**22B.5.L. Child-Related Activities Leave**

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:

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.
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:

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

3. If more than one parent of a child is employed by the District at the same worksite, the entitlement under Article 22B.A.3.6 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 22B.3.6.1 and 22B.3.6.2 only if employee obtains the employer's approval for the requested time off.

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.

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.

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

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

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

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

- 1) The Parental Leave Bank program shall 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 Parental Leave Bank program shall continue from year to year.
- 3) The parties agree that a Parental Leave Bank shall be established to assist unit members with pregnancy and/or bonding time with a new child.
- 4) All unit members may voluntarily participate in the Parental Leave Bank program by:
  - a) Contributing one (1) hour of sick leave during the first (1st) full month

- 1786 following the signing of this Agreement; or  
1787 b) Contributing one (1) hour of sick leave during the first (1st) month of a unit  
1788 member's employment; or  
1789 c) New participants may annually join the program during the month of  
1790 September.  
1791  
1792 5) Whenever the Parental Leave Bank becomes depleted, each participating unit  
1793 member will be taxed a maximum of one (1) additional hour per year from his/her  
1794 accumulated sick leave bank to restock the bank. Sick leave days placed in the bank  
1795 by participating unit members are irrevocable and:  
1796  
1797 a) May not subsequently be withdrawn from the bank except as they are used for  
1798 parental leave purposes as defined herein;  
1799 b) May not be transferred to another district should that unit member obtain  
1800 employment elsewhere;  
1801 c) May only be used by participating unit members currently employed by the  
1802 District;  
1803 d) May not be withdrawn at the time of retirement and may not be used to extend  
1804 a date of retirement or to receive service credit following a service or disability  
1805 retirement;  
1806 e) May not be used retroactively for a previous unpaid absence.  
1807 f) No sick leave hours may be transferred or donated to the bank within sixty (60)  
1808 days of the donor resigning or retiring.  
1809  
1810 6) A unit member may withdraw from participation in the Parental Leave Bank program  
1811 at any time by notifying the committee of such withdrawal; however, any days  
1812 contributed previously may not be withdrawn.  
1813  
1814 7) To apply for Parental Leave Bank usage, the participating unit member must submit  
1815 the following to the District payroll office:  
1816  
1817 a) A written request listing dates of absence to be granted in days from the  
1818 parental leave bank,  
1819 b) A doctor's note or other official documentation regarding the child, and  
1820 c) An absence form(s) for the requested dates. The written request along with the  
1821 supporting documents will be forwarded to the Parental Leave Bank  
1822 committee chair. Upon receipt, the committee chair will review all documents  
1823 with the committee. Once a majority agreement has been met by the  
1824 committee, the chair will notify the payroll department, who will then notify the  
1825 unit member of the committee's decision.  
1826  
1827 There shall be a maximum number of forty (40) withdrawal days per  
1828 participating unit member per year.  
1829  
1830 8) A participating unit member using Parental Leave Bank days shall not have to replace  
1831 those days except as a regular contributing member to the bank.  
1832  
1833 9) Human Resources will provide the Federation President, upon request, an annual  
1834 report of the number of days used in the previous academic year as well as the  
1835 number of days remaining in the bank at the beginning of each academic year.  
1836  
1837  
1838

ARTICLE 23-(FULL-TIME)  
LEAVES WITHOUT PAY

(ONLY APPLICABLE TO FULL-TIME FACULTY)

[FT Art. 18-B]

[Moved to combine with Article 22 above.]

Section 23.1. PERSONAL BUSINESS LEAVE:

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

23.1.B. 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.

23.1.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.

Section 23.2. PROFESSIONAL IMPROVEMENT LEAVE:

23.2.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.

23.2.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.

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

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

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

23.2.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.

**Section 23.3. PUBLIC OFFICE LEAVE:**

**23.3.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.**

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

**23.3.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.**

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

**23.3.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.**

**23.3.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.**

**Section 23.4. HEALTH LEAVE:**

**23.3.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.**

**23.3.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.**

**23.3.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.**

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

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

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

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

**1. Employee Eligibility**

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

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

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

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

~~a. \_\_\_\_\_ Have worked for the District for at least 12 months; and~~

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

## ~~2. \_\_\_\_\_ Reasons for Taking Leave~~

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

~~a. \_\_\_\_\_ Birth of the employee's child;~~

~~b. \_\_\_\_\_ Placement of a child with the employee for adoption or foster care;~~

~~c. \_\_\_\_\_ Care for the employee's child, spouse, or parent with a serious health condition;~~

~~d. \_\_\_\_\_ The employee's own serious health condition that keeps employee's own job function from being performed;~~

~~e. \_\_\_\_\_ A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces (“qualified exigency”); or,~~

~~f. \_\_\_\_\_ To care for a service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent, or next of kin (“military caregiver”).~~

## ~~3. \_\_\_\_\_ Advance Notice of Leave and Medical Certification~~

~~Employees will provide (1) advance written notice of the leave request and (2) 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 Leave

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).

2051 8. Period of Eligibility per Fiscal Year

2052 The 12 workweek period (26 workweeks for military caregiver leave) of entitlement  
2053 commences on the first day of the leave.

2054 9. Seniority, Employee Benefits and Break in Service

2055 An employee on FMLA/CFRA leave will not lose any seniority or employment benefit  
2056 that accrued prior to the start of the leave. An employee on leave will not accrue  
2057 seniority or additional benefits, such as illness and injury leave or similar benefits,  
2058 during any unpaid leave under FMLA/CFRA. The leave will not constitute a break in  
2059 service for purposes of longevity and seniority.

2060 10. Reinstatement of Employment and Fitness for Duty Report

2061 Employees returning from an approved leave will be reinstated to the same or  
2062 equivalent position. Employees returning from an approved medical leave for their own  
2063 serious health condition may be required to provide a fitness for duty report to return  
2064 to work.

2065 [CFRA – Govt. Code § 12945.2; FMLA – 29 U.S.C. § 2601 et. seq.]

2066 23.5.C. Pregnancy Disability Leave

2067 Regular/Contract unit members are entitled to use accumulated personal illness and injury  
2068 leave for disabilities caused or contributed to by pregnancy, abortion, miscarriage, childbirth,  
2069 and recovery therefrom on the same terms and conditions applied to leaves of absence for  
2070 other temporary disabilities. The length of such disability leave, including the date on which  
2071 the leave shall commence and the date on which the unit member shall resume duties, shall  
2072 be determined by the unit member and the unit member's physician.

2073 1. The foregoing provisions applicable to pregnancy disability leave shall be applied on  
2074 the same terms and conditions applied to other temporary disabilities. It is the intent of  
2075 the parties to this Agreement that the foregoing provisions be construed and applied in  
2076 accordance with all applicable statutes and regulations.

2077 2. The unit member on leave for pregnancy disability shall be entitled to return to a  
2078 position comparable to that held at the time the leave commenced.

2079 23.5.D. Leave Without Pay For Childbearing Preparation And Child Rearing

2080 1. In addition to paid leave provisions described elsewhere herein, leave without pay or  
2081 other benefits may be granted to regular/contract unit members for preparation for  
2082 childbearing and for child rearing.

2083 2. The unit member shall request such leave as soon as possible, but under no  
2084 circumstances less than thirty (30) workdays prior to the date on which the leave is to  
2085 begin. Such request shall be in writing and shall include a statement as to the dates the  
2086 unit member wishes to begin and end the leave without pay.

2087 3. The determination as to the date on which the leave shall begin and the duration of  
2088 such leave shall be made at the discretion of the Chancellor when considering the  
2089 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 the unpaid leave, whether or not the illness or disability is related to a pregnancy, miscarriage, child birth, or recovery therefrom.
6. There shall not be a diminution of employment status for childbearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary faculty in earning tenure status.
7. If a unit member is on leave for childbearing or child rearing, and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as possible.
8. A unit member on unpaid maternity leave shall be entitled to pay to the District medical, dental, vision, group disability, life insurance, and/or other voluntary benefit premiums, in which case the District will continue coverage, subject to approval of the carrier. Such payments must be made in accordance with District procedures.

#### 23.5.E. Bonding Leave

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

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

1. A biological parent may use Child Bonding Leave pursuant to this Article within the first year of the infant's birth.
2. A non-biological parent may use Child Bonding Leave pursuant to this Article within the first year of legally adopting a child.

#### 23.5.F. Parental Leave

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

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

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

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

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

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

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

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

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.]

### 23.5.G. Child-Related Activities Leave

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:

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.

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;

a. Behavioral or discipline problems;

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

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

3. If more than one parent of a child is employed by the District at the same worksite, 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.

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.

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.

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

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

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

B. 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 Personal and Parental 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.

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

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

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

**Section .1. MILITARY LEAVE:**

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

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

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FOR THE DISTRICT

FOR SCFT

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