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**PROPOSAL FROM THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
TO THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
July 22, 2022**

The collective bargaining proposal presented herein by the Pasadena Area Community College District to the Pasadena City College Faculty Association and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 6
SICK LEAVE AND HEALTH EXAMINATIONS**

6.1 HEALTH EXAMINATIONS

Upon initial employment in contracted status, all unit members must have a health examination as required by Education Code 87408. The examination form will be provided by the District and, when completed, returned to the Office of Human Resources.

6.2 All examinations shall be made by a regularly licensed physician and the report submitted to the Office of Human Resources within two (2) months of initial employment as evidenced by the date of the unit member's signing the "Offer of Employment."

6.3 Unit members shall provide a medical clearance at their own expense and before returning to work following an illness of more than five (5) days, prior to returning to work from any medical emergency occurring during working hours, or at any time, absent or not, when the need for such medical clearance through examination is requested by the District.

6.4 If the question of a unit member's health is an issue with reference to continued employment, the medical opinion of the District physician shall be the final and determining judgment.

6.5 Every four (4) years, unit members must file with the Office of Human Resources acceptable evidence indicating freedom from active tuberculosis.

6.5.1 Each new unit member must satisfy this requirement as a condition of employment within five (5) work days of initial assignment. Upon hire, the employee will fill out the TB Risk Assessment paperwork.

6.5.2 If necessary, the District will defray the cost of a chest x-ray or Mantoux test in satisfaction of this requirement when obtained at facilities designated by the District.

6.6 SICK LEAVE

6.6.1 In any fiscal year, a full-time employee shall earn paid sick leave time at the rate of one (1) day for each month of paid service on an unlimited accumulated basis.

51 6.6.2 Employees who have earned sick leave hours on an hourly/daily assignment with
52 the District and who become regular or contract employees shall have their
53 hourly/daily sick leave converted to days at the rate of one day for each four (4)
54 hours of sick leave already earned if credit employees, or one (1) day for each five
55 (5) hours of sick leave already earned if noncredit employees.
56

57 6.6.3 When a full-time academic employee is absent from duties because of illness or
58 injury, pay is determined in the following manner:
59

60 a. Full salary for such absence if the period of absence does not exceed the
61 unused portion of current and accumulated sick leave benefits.
62

63 b. Upon exhaustion of accumulated sick leave, difference between the
64 employee's salary and the amount paid a temporary employee employed
65 to fill his or her position, or if no temporary employee was employed, the
66 amount that would have been paid to the temporary employee had he or
67 she been employed, for up to five school months less the number of days
68 of current and accumulated sick leave previously used in that school year.
69 (Education Code § 87780.)
70

71 6.6.4 Sick leave will be charged at the rate of one (1) day for each day of absence.
72

73 6.7 CONVERSION OF SICK LEAVE 74

75 6.7.1 Hourly sick leave to daily sick leave: Contract and regular employees who have
76 earned hourly sick leave with the District may convert this hourly sick leave to daily
77 sick leave under the following conditions:
78

79 a. The rate of conversion shall be one (1) day for each four (4) hours of sick
80 leave earned by credit employees, or one (1) day for each five (5) hours of
81 sick leave earned by noncredit employees; and
82

83 b. Such conversion shall occur only when all daily sick leave is exhausted and
84 only for serious illness or injury.
85

86 6.7.2 Daily sick leave to hourly sick leave: Contract and regular employees who have
87 earned daily sick leave with the District may convert this daily sick leave to hourly
88 sick leave under the following conditions:
89

90 a. The rate of conversion shall be one (1) day for each four (4) hours of sick
91 leave earned by credit employees, or one (1) day for each five (5) hours of
92 sick leave earned by noncredit employees; and
93

94 b. These conversions must be utilized in whole or half-day units and will not
95 require the District to maintain records based on hours or portions of days
96 other than whole or half-day units; and
97

98 c. No salary conversions will be authorized for overload sections that are
99 canceled for low enrollment or other reasons or for overload sections that
100 may be necessary to complete a contract assignment; and
101

102 d. Such conversions shall occur only when all hourly sick leave is exhausted
103 and only for serious illness or injury.
104

105 6.8 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN
106

107 6.8.1 The Catastrophic Illness/Injury committee will include a member appointed by the
108 PCCFA.
109

110 6.8.2 The Identity of donors to the Plan will be kept confidential.
111

112 6.8.3 Part-Time Faculty - Full-time faculty may donate leave to part-time faculty (for the
113 duration of the part-time faculty member's illness/injury, not to exceed the length
114 of the contracted employment period), in accordance with the other provisions of
115 the Catastrophic Leave Donation Plan.
116

117 6.9 GENERAL CONDITIONS
118

119 6.9.1 Employees filing claims under the provisions of this section shall file, or cause to
120 be filed, written evidence satisfactory to and approved by a District physician that
121 illness, injury or incapacity is of such character as to require absence from duty
122 during the period of sick leave claim.
123

124 6.9.2 A regular employee assigned part-time only, or able to work part-time only, shall
125 earn sick leave time and be paid sick leave benefits in an amount proportional to
126 the percent of full-time employment.
127

128 6.9.3 The District reserves the right to demand proof of illness on a form provided by the
129 District from the attending physician and may refer any claim for sick leave benefits
130 to a District physician whose decision as to the eligibility of the academic employee
131 for said benefits shall be final. Failure to provide proof of illness when requested
132 automatically waives the right to the sick leave benefits for that claimed absence.
133 Any statement or claim related to sick leave shall be made by the employee under
134 penalty of perjury.
135

136 6.10 PERSONAL NECESSITY CHARGED TO SICK LEAVE
137

138 6.10.1 All academic employees entitled to sick leave benefits have the right to elect
139 personal necessity leave to be charged against their unused sick leave.
140

141 6.10.2 Personal necessity leave may be used for the following reasons:
142

143 6.10.2.1 The death of a member of the employee's immediate family when the
144 number of days of absence exceeds the limit provided in Article 6.14,
145 Bereavement Leave. "Member of the employee's immediate family" as
146 used in this policy means the husband, wife, domestic partner, son,
147 daughter, father, mother, brother, sister, father-in-law, mother-in-law,
148 son-in-law, daughter-in-law, grandfather or grandmother of the employee
149 or of the spouse of the employee, or any relative living in the immediate
150 household of the employee, or any other person for whom the employee
151 is legally responsible.
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6.10.2.2 An accident involving the employee's person, not otherwise chargeable to an illness or injury leave. Such accident must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, (c) require the attention of the employee during assigned hours of service, and (d) cannot be attended to during non-duty hours.

6.10.2.3 An accident involving the employee's property or the person or property of a "member of the employee's immediate family" as defined in 6.10.2.1. Such accident must (a) be serious in nature, (b) involve circumstance the employee cannot reasonably be expected to disregard, (c) require the attention of the employee during assigned hours of service, and (d) cannot be attended to during non-duty hours.

6.10.2.4 An appearance of the employee in court as a litigant, party, or as a witness under an official order. The employee must return to work in cases where it is not necessary to be absent the entire day.

6.10.2.5 The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.

6.10.2.6 Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature, which under the circumstance the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service.

6.10.2.7 Personal necessity of a nature that cannot be transacted outside of assigned work hours and where there is no alternative as to person, time or place for its transaction. The nature of such business must not involve payment for the employee's services.

6.10.3 Personal necessity leave shall be subject to the following limits and conditions:

6.10.3.1 The total number of days allowed in one fiscal year for such leave or leaves shall not exceed six (6) days.

6.10.3.2 The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.

6.10.3.3 The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

6.10.3.4 Academic employees on an assignment of forty (40) hours a week on duty at the college may choose to take a minimum of a half day of personal necessity leave. For those on assignments other than the above, the one-half day absence shall be at the discretion of the supervisor.

6.10.3.5 Personal necessity leave may not be used for participation in work stoppage, nor any activity contrary to law.

203 6.10.3.6 Payment for personal necessity absence shall be made only upon
204 certification by the faculty member that the absence was due to a situation
205 designated as a personal necessity within the limits described above. If
206 the District reasonably suspects abuse, it may require verification.
207

208 6.11 INDUSTRIAL ACCIDENT LEAVE (WORKERS' COMPENSATION)
209

210 6.11.1 A contract or regular employee who suffers an industrial accident, illness or injury
211 incurred within the course and scope of employment shall be entitled to a leave of
212 absence with pay, as specified in this Article. A "Report of Employee Injury" must
213 be prepared at once, the form for which is available in the Office of Business
214 Services.
215

216 6.11.2 An employee who has sustained a job-related injury shall immediately report the
217 injury to his/her immediate, or an appropriate, administrator within one (1) work
218 day of knowledge that the illness is the result of an alleged industrial accident.
219

220 6.11.3 Provisions
221

222 6.11.3.1 Allowable leave in any one fiscal year for the same illness or accident
223 may be for up to sixty (60) days during which the College is required to
224 be in session or when the employee would otherwise have been
225 performing work for the District.
226

227 6.11.3.2 Allowable leave shall not be accumulated from year to year.
228

229 6.11.3.3 Industrial accident or illness leave shall commence on the first day of
230 verified industrial illness or accident absence.
231

232 6.11.3.4 Industrial accident or illness leave shall be reduced by one (1) day for
233 each day of authorized absence regardless of a temporary disability
234 indemnity award.
235

236 6.11.3.5 When an industrial accident or illness leave overlaps into the next fiscal
237 year, the employee shall be entitled to only the amount of unused leave
238 due for the same illness or injury.
239

240 6.11.3.6 Any employee receiving benefits as a result of this section shall, during
241 periods of injury or illness, remain within the state of California unless the
242 Board of Trustees authorizes travel outside the state.
243

244 6.11.3.7 During any industrial paid leave of absence, workers' compensation
245 checks are mailed directly to the District and must be endorsed by the
246 employee over to the District. The District, in turn shall issue the employee
247 appropriate salary warrants for the payment of the employee's salary and
248 shall deduct normal retirement and other authorized contributions. Upon
249 conclusion of this industrial paid leave, an employee may elect to utilize
250 any available sick leave benefits, providing that any sick leave utilization
251 when combined with any temporary disability indemnity shall not exceed
252 100% of the employee's normal compensation.
253

254 6.11.3.8 Requests for additional leave, if provided by Board regulation, shall be
255 submitted through the Office of Human Resources. District approval or
256 denial of additional leave of absence for industrial accident or illness shall
257 not be subject to the Dispute or Grievance Procedures Articles of this
258 Agreement (Articles 10 and 11).
259

260 6.11.4 An employee shall be permitted to return to service after an industrial accident or
261 illness leave involving a temporary disability award only upon presentation of a
262 release from a District-authorized physician certifying the employee's ability to
263 return to his/her position classification with or without a reasonable
264 accommodation, or without detriment to the employee's physical or emotional-well
265 being.
266

267 6.12 ABSENCE WITHOUT LOSS OF SALARY 268

269 6.12.1 The Superintendent-President or his/her designee may permit an employee to
270 leave assigned duties for a fraction of a day up to one (1) day without loss of salary
271 provided no paid substitute is required and provided that the absence does not
272 come under one of the other leave policies.
273

274 6.12.2 Paid leaves of absence beyond one day must have approval of the Board of
275 Trustees prior to the absence. Requests for such absence must be filed in the
276 office designated by the Superintendent-President no later than (10) working days
277 prior to the next scheduled regular Board of Trustees meeting that is before the
278 absence.
279

280 6.12.3 Where the applicant can demonstrate to the manager responsible for this function
281 that the timeline could not be met due to the late notice or similar condition beyond
282 the applicant's control, the manager may, at his/her sole discretion, waive the
283 timeline.
284

285 6.13 ABSENCES FOR RELIGIOUS HOLIDAYS 286

287 An employee may arrange in advance to take personal leave without pay for religious
288 holidays that are not Board-declared holidays. Employees who have accrued vacation
289 may use vacation time with the approval of their supervisor. Requests for absence must
290 be submitted to the employee's immediate supervisor at least five (5) work days in
291 advance of the absence.
292

293 6.14 BEREAVEMENT LEAVE 294

295 6.14.1 All unit members shall be allowed up to three (3) days of paid leave of absence for
296 death of an immediate family member, or five (5) days if out-of-state travel of the
297 employee is required. "Immediate family" shall be defined as husband, wife,
298 domestic partner, son, daughter, father, mother, brother, sister, father-in-law,
299 mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the
300 employee or of the spouse/domestic partner of the employee, or any relative living
301 in the immediate household of the employee, or any other person for whom the
302 employee is legally responsible.
303

304 Bereavement leave is not applicable when an employee is on unpaid leave of
305 absence or during unscheduled work days for employees on less than 12-month
306 assignments.
307

308 6.14.2 Up to one (1) day's leave with pay may be granted if it is necessary for an employee
309 to make funeral arrangements or to attend the funeral of close relatives not living
310 in the immediate household. Up to one-half day with pay may be granted to attend
311 the funeral of a distant relative or a close friend provided no substitution is needed.
312

313 6.15 SUBPOENA LEAVE OR JURY DUTY

314
315 6.15.1 When a regular or contract employee is absent because of a mandatory court
316 appearance except as a litigant, the employee shall suffer no monetary loss by
317 reason of this service.
318

319 6.15.1.1 Fees, exclusive of mileage paid by the court of party requiring an
320 employee's appearance, shall be paid to the District unless the fees are
321 greater than the employee's salary in which case the employee may
322 retain the fees and be listed as absent due to personal business.
323

324 6.15.1.2 A copy of the subpoena or a certificate of the clerk of the court must be
325 filed with the absence report.
326

327 6.15.1.3 Absence of an employee for a legal action in which the employee is a
328 litigant may be charged to sick leave under the provisions for personal
329 necessity leave if the individual so elects.
330

331 6.15.2 While on paid jury duty leave, an employee shall return to the District service on
332 any days or portions thereof on which his/her service as a juror is not required and
333 he/she would otherwise be in service to the District.
334

335 6.15.3 Subpoena and Jury Duty Leave will be granted to a part-time faculty member when
336 he/she is absent because of a mandatory court appearance, except when he/she
337 is a litigant. A part-time faculty member who is entitled to this paid leave will suffer
338 no monetary loss by reason of this service.
339

340 6.15.3.1 Fees, exclusive of mileage paid by the court or party requiring a part-time
341 faculty member's appearance, shall be paid to the District unless the fees
342 are greater than the part-time faculty member's salary in which case he
343 or she may retain the fees and be listed as absent due to personal
344 business.
345

346 6.15.3.2 A copy of the subpoena or certificate of the clerk of the court must be filed
347 with the part-time faculty member's absence report.
348

349 6.15.3.3 An absence due to appearance for a legal action in which the part-time
350 faculty member is a litigant may be charged to sick leave under the CBA's
351 provisions for personal necessity leave if the part-time faculty member so
352 elects.
353

354 6.15.3.4 While on paid jury duty leave, a part-time faculty member shall return to
355 the District service on any days or portions thereof on which his/her
356 service as a juror is not required and he/she would otherwise be in service
357 to the District.
358

359 6.16 SABBATICAL LEAVE
360

361 6.16.1 Subject to the availability of funds, the number of full-term sabbatical leave
362 equivalents available for each year shall be up to four percent (4%) of the full-time
363 regular or contract positions in the unit. Sabbatical leaves shall be funded and
364 provided for at least two percent (2%) of the full-time equivalent faculty in the unit
365 if that percentage of faculty members have sabbatical leaves approved.
366

367 6.16.2 Sabbatical leaves of absence for one or two semesters may be granted as
368 provided for herein, for professional study, research and/or approved travel, to any
369 regular or contract unit member who has been employed full-time by the Pasadena
370 Area Community College District for not less than six (6) total years under regular
371 credential since initial employment or the last sabbatical leave granted, and whose
372 latest evaluation is satisfactory. Sabbatical leave for one academic year is for the
373 period of the Fall and Spring semesters. Sabbatical leaves for one (1) semester
374 shall be for the full period of the designated semester. An additional year may be
375 requested as personal leave. Leave time (one year or half year) shall be deducted
376 from the number of consecutive years accumulated toward sabbatical leave.
377

378 6.16.2.1 Sabbatical Leave Advisory Committee. The Committee shall be
379 composed of five (5) members, two (2) to be elected by the Academic
380 Senate Board, one (1) selected by the Faculty Association and two (2)
381 designated by the District from the Administration with the Vice President
382 of Human Resources, or designee, as chair. The primary purpose of this
383 Committee shall be to rank and recommend to the
384 Superintendent/President of the College the names of the staff members
385 submitting acceptable plans for such leave and therefore eligible for
386 consideration by the District.
387

388 6.16.2.2 The Sabbatical Leave Advisory Committee shall act as an advisory board
389 to the Superintendent-President of the District to help adjust emergency
390 sabbatical leave considerations identified by the Superintendent-
391 President and which are not provided for or covered by established
392 sabbatical leave policies.
393

394 6.16.2.3 Professional Study. Applicants who apply for professional leave under
395 this section shall agree to undertake a full load of upper division
396 undergraduate study, graduate work or independent research per
397 semester as defined by the institution being attended. The applicant shall
398 submit evidence that the proposed professional study shall be designed
399 to enlarge the applicant's understanding of educational psychology, to
400 improve facility in teaching techniques, and/or to broaden experience in
401 special fields directly related to the current assignment. Evidence of the
402 successful completion of this work shall be certified by the approved
403 institution.
404

405 6.16.2.4 Research. Applicants for sabbatical leave under this provision wishing to
406 undertake such research without enrolling in an accredited institution of
407 higher education must provide documentation acceptable to the
408 Sabbatical Leave Advisory Committee. Such documentation must include
409 substantial independent written evidence from such an institution that the
410 research will be done under supervision at said institution, or is equivalent
411 to research done in an approved course of study.
412

413 6.16.2.5 Approved Travel. Applicants for sabbatical leave under this provision shall
414 submit a detailed statement of the proposed itinerary. Said itinerary must
415 be so planned as to evidence specific ways in which the trip will contribute
416 to the improvement of the applicant's services with respect to the
417 particular educational field in which the employee is engaged. A report
418 shall be submitted on completion of the trip attesting to the satisfactory
419 fulfillment of this requirement.
420

421 6.16.2.6 Professional Study, Research and Approved Travel proposals will be
422 given equal weight in determining priority. Approved proposals shall be
423 ranked in the following order:
424

- 425 a. Total years employed since last sabbatical or date of employment,
426 whichever is less.
- 427
- 428 b. Seniority in the District.
429

430 6.16.2.7 Finally, in cases where the above guidelines prove insufficient to
431 determine priority, the Sabbatical Leave Advisory Committee will have the
432 authority to make recommendations for the selection.
433

434 6.16.3 Applicants for sabbatical leave must file the sabbatical leave form, in the Office of
435 Human Resources prior to November 1, for consideration for the following college
436 year. All requests will be considered without regard to date of application provided
437 the deadline has been met, and provided the Division Dean or the appropriate
438 supervisor has been notified of the application.
439

440 6.16.4 Successful applicants shall enter into a contract for the leave within ten (10) work
441 days following approval of the leave by the Board of Trustees. Once a leave is
442 contracted, it may be rescinded only by mutual agreement of the unit member and
443 the District.
444

445 6.16.5 If a leave has been refused or rescinded by March 1st, the applicant next on the
446 waiting list will be offered the leave.
447

448 6.16.6 Any changes in travel or study plans occurring after the sabbatical leave has been
449 granted must be approved by the Superintendent-President of the College. If the
450 proposed changes are not approved, the unit member shall (a) return to the
451 contracted sabbatical plan; (b) return to services at the College if proposed
452 changes were requested prior to March 1st of the year preceding the planned
453 sabbatical; or (c) take unpaid leave.
454

455 6.16.7 Prior to entering upon a sabbatical leave the employee may choose one or two
456 methods of compensation. Under Option I the employee must file a suitable bond
457 indemnifying the District for any salary paid the employee during the period of
458 sabbatical leave in the event said employee fails to return and to render two (2) full
459 years of service in the District following the completion of the sabbatical leave.
460

461 6.1~~86~~.8 Under Option II the employee may enter into a written agreement with the District
462 to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set
463 for in Option I. Such an agreement form is available in the Office of Human
464 Resources.
465

466 6.16.9 Compensation for all academic employees while on sabbatical leave shall be
467 determined by the following formula: (Base ten-month salary) x .75
468

469 6.16.10 Faculty members on sabbatical leave may teach during either or both of the
470 intersessions that occur during the period of their leave.
471

472 6.16.11 Faculty members on sabbatical leave shall not be given additional employment
473 by the District during the sabbatical period. Cases in which exceptions may be
474 made shall be in the interest of the instructional needs of the District as determined
475 by the Superintendent-President. Neither paid sick leave nor vacation time is
476 earned during this period. Health and welfare benefits will be continued on the
477 same terms as provided to full-time unit members.
478

479 6.16.12 A comprehensive report of sabbatical activity should be filed in the Office of
480 Human Resources within the semester following the individual's return to service.
481 For leaves granted under "Professional Study," a transcript showing successful
482 completion of all units attempted, with a passing grade, shall be sufficient for this
483 purpose.
484

485 6.17 PARENTAL LEAVE

486
487 ~~6.17.1 Disabilities associated with pregnancy, childbirth or related medical conditions~~
488 ~~shall be treated as any other temporary disability. In addition, unit members shall~~
489 ~~be entitled to use other accrued vacation leaves for such disabilities. Paid~~
490 ~~Parental Leave. The paid parental leave provisions below shall be effective~~
491 ~~as of July 1, 2022. [Unnecessary. The entire successor CBA goes into effect~~
492 ~~July 1, 2022.]~~
493

494 ~~6.17.2 The District shall provide eligible unit members with paid Parental Leave pursuant~~
495 ~~to Education Code section 87780.1.~~
496

497 ~~6.17.2.1 Purpose: A unit member may use his or her accrued sick leave, or~~
498 ~~when exhausted, any available differential paid leave, for leave~~
499 ~~taken for the reason of the birth of a child of the unit member or the~~
500 ~~placement of a child with an employee in connection with the~~
501 ~~adoption or foster care of the child by the employee for up to twelve~~
502 ~~(12) workweeks.~~
503

504 ~~6.17.2.2 Eligibility. Faculty members whose initial date of hire is at least~~
505 ~~twelve (12) months prior to taking parental leave. Faculty members~~

506 are not required to have worked a minimum of 1,250 hours in the
507 twelve (12) months prior to the leave in order to be eligible for paid
508 parental leave.

509
510 6.17.2.3 Compensation: Purpose. Eligible faculty members shall receive
511 their full salary for a maximum of sixteen (16) workweeks for leave
512 taken for the reason of the birth of a child or the placement of a child
513 with the faculty member in connection with the adoption or foster
514 care of the child. Unit members are entitled to utilize all
515 accumulated sick leave for the purposes of parental leave.
516 Thereafter, when a unit member has exhausted all available sick
517 leave faculty members who and continues to be absent from duty
518 under this section, they shall receive the greater of the following:
519 (1) fifty percent 50% of their regular salary during the twelve (12)
520 week period of absence for up to eight (6) workweeks; or (2) the
521 difference between what the employee would have received during
522 the period of absence, and the amount that was actually received by
523 a substitute employee during his or her absence or, if no substitute
524 is employed, the amount that would have been paid to a substitute
525 employee according to the District salary schedule for parttime and
526 temporary employees for the remaining portion of the twelve (12)
527 workweek period of parental leave.

528
529 Faculty members are ineligible for paid parent leave during
530 intersessions. Faculty members shall be authorized to use any
531 accrued leave, including sick leave to supplement the paid leave for
532 up to eight (6) workweeks. No faculty shall be paid in excess of one-
533 hundred percent (100%) of their salary during the period of parental
534 leave.

535
536 6.17.2.4 Use. Paid parental leave must be taken within twelve (12) months
537 of the date of birth or placement of the child with the faculty
538 member. The sixteen (16) twelve (12) workweeks do not have to be
539 taken consecutively. Where both parents of the child for whom
540 leave is taken are employed by the district, any amount of parental
541 leave taken by one parent shall not diminish the sixteen (16) twelve
542 (12) workweeks of parental leave to which the parent may be
543 entitled.

544
545 6.17.2.5 Maximum Duration: Parental leave shall run concurrently with any
546 Family Medical Leave taken for the same purpose. Paid parental
547 leave shall be exhausted after sixteen (16) workweeks. A unit
548 member shall not be entitled to more than twelve (12) sixteen (16)
549 workweeks of parental leave in any twelve (12) month period, paid
550 or unpaid.

551
552 6.17.3 Unpaid Parental Leave. Upon written request, a faculty member may request
553 additional unpaid leave. Parental leave shall may be granted for a maximum
554 of six (6) months, whether as paid or unpaid. Consideration will be given to
555 granting an extension of the leave, if requested, until the beginning to the

~~next school semester should the expiration of the six (6) months of parental leave occur during the school year.~~
~~[Educ. § 87764 gives the discretion to grant additional leave to the Board.]~~

6.17.1 **Paid Parental Leave.** The paid parental leave provisions below shall be effective as of July 1, 2022.

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

Purpose. Eligible faculty members shall receive their full salary for a maximum of ~~sixteen (16)~~ **twelve (12) workweeks** for leave taken for the reason of the birth of a child or the placement of a child with the faculty member in connection with the adoption or foster care of the child. Thereafter, faculty members who continue to be absent from duty under this section, shall receive fifty percent (50%) of their salary for up to ~~eight six (6)~~ **eight six (6)** workweeks. ~~Faculty members are ineligible for paid parent leave during intersessions.~~ Faculty members shall be authorized to use any accrued leave, including sick leave to supplement the paid leave for up to ~~eight six (6)~~ **eight six (6)** workweeks. No faculty shall be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

Use. Paid parental leave must be taken within twelve (12) months of the date of birth or placement of the child with the faculty member. The ~~sixteen (16)~~ **twelve (12)** workweeks do not have to be taken consecutively. Where both parents of the child for whom leave is taken are employed by the district, any amount of parental leave taken by one parent shall not diminish the ~~sixteen (16)~~ **twelve (12)** workweeks of parental leave to which the parent may be entitled.

Maximum Duration. Paid parental leave shall be exhausted ~~after sixteen (16)~~ **after twelve (12)** workweeks. A faculty member shall not be entitled to more than ~~sixteen (16)~~ **twelve (12)** workweeks of paid parental leave in any twelve (12) month period.

Unpaid Parental Leave. Upon written request, a faculty member may request additional unpaid leave. Parental leave shall be granted for a maximum of six (6) months, whether paid or unpaid. Consideration will be given to granting an extension of the leave, if requested, until the beginning to the next school semester should the expiration of the six (6) months of parental leave occur during the school year.

6.18 PERSONAL LEAVE WITHOUT PAY

6.18.1 Only a regular, permanent employee may be granted a leave of absence for reasons of health, home responsibilities, personal business, study or travel. Such leaves shall be approved only when it is considered to be in the best interest of the District.

6.18.2 Any arrangement for leaving early in any semester is subject to the procedure for personal leave without pay. Except in an emergency, the teaching faculty will not take personal leave during the first three (3) weeks or the last three (3) weeks of a semester.

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6.18.3 A leave of absence will not be granted for more than one (1) school year at a time. Such leave may be granted for a second year in accordance with the provisions of Article 6.18.1.

6.18.4 Time under personal leave without pay is not credited for retirement service no matter how short the length of leave.

6.18.5 Leaves may be granted for the following purposes:

6.18.5.1 Health. An application for leave of absence for reasons of personal health in excess of time for which sick leave benefits are due must be supported by the written recommendations of a licensed physician or health practitioner.

6.18.5.2 Home Responsibilities. A leave for this purpose may be granted to care for an employee's preschool child or immediate family member whose health requires temporary, full-time attention.

6.18.5.3 Personal Business. A leave of absence limited to a maximum of one (1) school year may be granted to conclude essential legal actions, or may be granted for broadening professional experiences, such as research, writing, teaching, government services, professional organization services and foundation grants. Any arrangement for leaving early in any semester is subject to the procedure for special personal leave without pay.

6.18.6 Special Personal Leave without Pay

6.18.6.1 A faculty member otherwise eligible to apply for personal leave without pay for personal business may apply for such a leave, to explore alternate employment opportunities, under the following conditions:

6.18.6.2 The faculty member must be at Step 10 or higher on the salary schedule.

6.18.6.3 The duration of any such leave shall be one (1) year. Such leave may be extended for an additional year in accordance with the provisions of Article 6.18.6.6.

6.18.6.4 The granting of any such leave shall not imply any requirement to provide a temporary replacement for the faculty member.

6.18.6.5 The faculty member on such a leave shall notify the District by March 1st of the academic year in which the leave occurred to advise whether he/she intends to return to the employ of the District the following academic year. Failure to meet said deadline shall constitute abandonment of position.

6.18.6.6 The Board of Trustees shall have final discretion as to the granting or denial of any such leave.

655 6.18.7 Study. An applicant for leave of absence for professional study shall be
656 supported by a written statement indicating what and where study is to be
657 undertaken.
658

659 6.18.8 Health Coverage While on Unpaid Leave
660

661 6.18.8.1 An otherwise eligible unit member on approved unpaid sick leave
662 may continue health and insurance coverage at the unit member's
663 cost. Payment by the unit member for this coverage must be made
664 in a timely manner to the Human Resources Benefits Office.
665 Failure to tender payment will terminate coverage until the next
666 open enrollment period or return to employment.
667

668 6.18.8.2 An otherwise eligible unit member on any other approved unpaid
669 leave of absence may continue health and insurance coverage for
670 a period not to exceed twelve (12) continuous calendar months at
671 the unit member's cost. The payment conditions and restrictions
672 contained in 6.18.8.1 apply to this section.
673

674 6.19 VACATIONS
675

676 6.19.1 Unit members who are on twelve-month assignments are eligible for twenty-two
677 (22) work days of vacation per year without loss of salary, such vacation time to
678 be earned at the rate of one and five-sixths days per month of service. If a legal
679 holiday occurs during the period of such vacation, the legal holiday is not charged
680 against the vacation accrued.
681

682 6.19.2 Each eligible employee will take the earned vacation not later than the fiscal year
683 following the time such vacation is earned. It is expected that the employee will
684 use the vacation annually so that not more than ten (10) days will be carried over.
685

686 6.19.3 Employees who have accrued vacation due at time of reassignment, retirement or
687 resignation shall receive payment for such time not to exceed thirty-two (32) work
688 days for any one (1) fiscal year.
689

690 6.19.4 Employees accruing vacation time in excess of thirty-two (32) days as of June 30th
691 in any year will be paid at the appropriate daily rate for the excess. The
692 Superintendent- President may waive this rule under limited circumstances.
693

694 6.19.5 The Superintendent-President has the right to require the use of up to twenty-two
695 (22) days of vacation in any fiscal year.
696

697 6.20 BANKED LEAVE
698

699 6.20.1 When a full-time unit member works beyond his/her regular contract, he/she can
700 choose either to bank the extra FTE or to be paid at the current overload salary
701 rate. Depending on the number of hours banked, the time off could be one class
702 or an entire academic year. The ratio of banked time to leave time is 6:5. For
703 example eighteen (18) lecture hours must be banked to take leave from a regular
704 semester load of fifteen (15) lecture hours.
705

- 706 6.20.2 There are no restrictions on the use of leave time; it may be used for professional
707 or personal reasons. A faculty member on banked leave shall be paid and earn
708 fringe benefits as though he/she were working his/her regular contract assignment.
709 The time on leave shall count toward retirement and as service to the District for
710 purposes of advancement on the salary schedule. The time on leave shall not
711 represent a break in service.
712
- 713 6.20.3 Each semester, an instructor wishing to bank an overload class must submit a
714 request for approval no later than the end of the second week of classes to the
715 Division Dean and then to the Vice President for Instruction. **If the instructor**
716 **decides not to bank leave, they will be paid at the overload rate.**
717
- 718 6.20.4 A written request to use banked FTE must be approved by the Division Dean and
719 the Vice President for Instruction or appropriate Dean. The request must indicate
720 at least one (1) semester's advance notification of plans to use banked time. An
721 exception is that when banked time is to be used to fill out a sabbatical salary,
722 notice must be given at the time the sabbatical application is approved.
723
- 724 6.20.5 No more than the equivalent of two semesters of banked time can be accumulated
725 - for example, an instructor with an annual load of thirty (30) lecture hours cannot
726 bank more than thirty-six (36) lecture hours. If the limit of the annual load is
727 exceeded, the instructor will be paid for the excess FTE at the regular overload
728 salary rate.
729
- 730 6.20.6 Banked FTE may not be accumulated for more than six (6) years. After those
731 years, the instructor must submit a revised plan to the District indicating either that
732 he/she wishes to be paid for the time or when the time will be taken.
733
- 734 6.20.7 **If the instructor decides not to take the leave, he/she will be paid for banked**
735 **time at the overload rate in effect at the time the FTE were worked.**
736
- 737 **6.20.8** In order for an instructor to take time off, the Division Dean and the Vice President
738 for Instruction or appropriate Dean must certify that:
739
- 740 a. The program will not be jeopardized by the absence of the instructor; and
741
- 742 b. Competent part-time staff are available to teach the classes vacated by the
743 regular instructor.
744
- 745 6.20.9 In the event the banked leave plan is not completed **at the end of employment,**
746 the money earned by the instructor will be paid to the instructor or his/her estate
747 at the overload rate in effect at the time the FTE were worked.
748

749 6.21 FAMILY AND MEDICAL LEAVE

750

751 As required by State and Federal law, the District will provide family and medical leave for
752 eligible employees. The following provisions set forth unit members' rights and obligations
753 with respect to such leave. Rights and obligations which are not specifically set forth below
754 are set forth in the Department of Labor regulations implementing the Federal Family and
755 Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair

756 Employment and Housing Commission implementing the California Family Rights Act
757 (“CFRA”), Government Code Section 12945.2.
758

759 6.21.1 Members Eligible for Leave. A member is eligible for leave if the member:
760

- 761 a. Has been employed for at least twelve (12) months; and
- 762
- 763 b. Has been employed for at least 1,250 hours during the 12-month period
764 immediately preceding the commencement of the leave.
765

766 6.21.2 Reasons for Leave. Leave is only permitted for the following reasons:
767

- 768 a. The birth of a child or to care for a newborn of a member;
769
- 770 b. The placement of a child with a member in connection with the adoption or
771 foster care of a child;
772
- 773 c. Leave to care for a child, parent or a spouse who has a serious health
774 condition;
775
- 776 d. Leave because of a serious health condition that makes the member
777 unable to perform the functions of his/her position;
778
- 779 e. Leave for a qualifying exigency arising out of the fact that the member’s
780 spouse, son, daughter or parent is a covered military member on active
781 duty; or
782
- 783 f. Leave to care for a covered service member with a serious injury or illness
784 if the member is the spouse, son, daughter, parent, or next of kin of the
785 service member.
786

787 6.21.3 Definitions
788

789 6.21.3.1 A “serious health condition” includes an illness, injury impairment, or
790 physical or mental condition that involves:
791

- 792 a. Inpatient care in a hospital, hospice or residential medical care
793 facility;
- 794 b. Continuing treatment or continuing supervision by a health care
795 provider;
- 796 c. Any period of incapacity due to pregnancy or for prenatal care.
797

798 6.21.3.2 Leave due to a “qualifying exigency” includes; (1) short-notice
799 deployment; (2) military leave events and related activities; (3) childcare
800 and school activities; (4) financial and legal arrangements; (5) counseling;
801 (6) rest and recuperation; (7) post-deployment activities; and (8) other
802 events which arise out of the covered military member’s active duty or call
803 to active duty status provided that the employer and employee agree that
804 such leave shall qualify as an exigency, and to both the timing and
805 duration of the leave.
806

807 6.21.4 Amount of Leave

808
809 6.21.4.1 Eligible members are entitled to a total of twelve (12) workweeks (or
810 twenty- six (26) weeks to care for a covered service member) of leave
811 during any 12- month period. A member's entitlement to leave for the
812 birth or placement of a child for adoption or foster care must be
813 concluded within twelve (12) months after the birth or placement.

814
815 6.21.4.2 The 12-month period for calculating leave entitlement will be a "rolling
816 period" measured backwards from the date leave is taken and continues
817 with each additional leave taken. Thus, whenever a member requests
818 leave, the District will look back over the previous 12-month period to
819 determine how much leave has been used in determining how much
820 leave a member is entitled to.

821
822 6.21.5 Member Benefits While on Leave

823 6.21.5.1 Leave under this article is unpaid. In addition, while on leave, members
824 will continue to be covered by the District's medical insurance. However,
825 members will not continue to be covered under the District's non-health
826 benefit plans unless members make the appropriate contributions for
827 continued coverage.

828
829 6.21.5.2 If a member fails to return to work after his/her leave entitlement has been
830 exhausted or expires, the District shall have the right to recover its share
831 of health plan premiums for the entire leave period, unless the member
832 does not return because of the continuation, recurrence, or onset of a
833 serious health condition of the member or his/her family member which
834 would entitle the member to leave, or because of circumstances beyond
835 the member's control. The District shall have the right to recover
836 premiums through deduction from any sums due the District (e.g., unpaid
837 wages, vacation pay, etc.)

838
839 6.21.6 Use of Other Accrued Leaves While on Leave

840
841 6.21.6.1 A member must exhaust his/her accrued paid leaves (e.g., vacation, sick,
842 compensatory time) concurrently with FMLA/CFRA leave to the same
843 extent members have the right to use their accrued paid leaves
844 concurrently with FMLA/CFRA leave.

845
846 6.21.6.2 If a member takes a leave of absence for any reason which is
847 FMLA/CFRA- qualifying, the District will designate that non-FMLA/CFRA
848 leave as running concurrently with the member's 12 (or 26) week
849 FMLA/CFRA leave entitlement.

850
851 6.21.7 Medical Certification

852
853 6.21.7.1 Members who request leave for their own serious health condition or to
854 care for a child, parent or a spouse who has a serious health condition
855 must provide written certification from the health care provider of the
856 individual requiring care. If the leave is requested because of the
857 member's own serious health condition, the certification must include a

858 statement that the member is unable to perform the essential functions of
859 his/her position.

860
861 6.21.7.2 A member who requests leave to care for a covered service member who
862 is a child, spouse, parent, or next of kin of the member must provide
863 written certification of a health care provider regarding the injured service
864 member's injury or illness.

865
866 6.21.7.3 The first time a member requests leave because of a qualifying exigency,
867 the member must provide a copy of the covered military member's active
868 duty orders or other documentation issued by the military which indicates
869 that the covered military member is on covered active duty or called to
870 active duty status in a foreign country, and the dates of the covered
871 military member's active duty service. A copy of new active duty orders
872 or similar documentation shall be provided to the employer if the need for
873 leave because of a qualifying exigency arises out of a different active duty
874 or call to active duty status of the same or different covered military
875 member.

876
877 6.21.7.4 If a member provides an incomplete medical certification, the member will
878 be given a reasonable opportunity to cure any such deficiency. However,
879 if a member fails to provide a medical certification within the time frame
880 set forth in this Agreement, the District may delay the taking of leave until
881 the required certification is provided.

882
883 6.21.7.5 If the District has reason to doubt the validity of a certification, the District
884 may require a medical opinion of a second health care provider chosen
885 by the District. If the second opinion is different from the first, the District
886 may require the opinion of a third provider jointly approved by the District
887 and the member, but paid for by the District. The opinion of the third
888 provider will be binding.

889
890 6.21.7.6 If a member requests leave intermittently (a few days or hours at a time)
891 or on a reduced leave schedule to care for an immediate family member
892 with a serious health condition, the member must provide medical
893 certification that such leave is medically necessary. "Medically necessary"
894 means there must be a medical need for leave and that the leave can
895 best be accomplished through an intermittent or reduced leave schedule.

896
897 6.21.8 Member Notice of Leave. Although the District recognizes that emergencies arise
898 which may require members to request immediate leave, members are required to
899 give as much notice as possible of their need for leave. Except for qualifying
900 exigency leave, if leave is foreseeable, members are required to give at least thirty
901 (30) days' notice. In addition, if a member knows that he/she will need leave in the
902 future, but does not know the exact date(s) (e.g., for the birth of a child or to take
903 care of a newborn), the member shall inform his/her supervisor as soon as possible
904 that such leave will be needed. If the District determines that a member's notice is
905 inadequate or the member knew about the requested leave in advance of the
906 request, the District may delay the granting of the leave until it can, in its discretion,
907 adequately cover the position with a substitute. For foreseeable leave due to a

908 qualifying exigency, an employee must provide notice of the need for leave as soon
909 as practicable, regardless of how far in advance such leave is foreseeable.

910
911 6.21.9 Reinstatement Upon Return from Leave

912
913 6.21.9.1 Upon expiration of leave, a member is entitled to be restored to the
914 position of employment held when the leave commenced, or to an
915 equivalent or comparable position.

916
917 6.21.9.2 As a condition of restoration of a member whose leave was due to the
918 member's own serious health condition, which made the member unable
919 to perform his/her job, the member shall obtain and present a fitness-for-
920 duty certification from the health care provider that the member is able to
921 resume work. Failure to provide such certification will result in denial of
922 restoration.

923
924 6.21.10 Required Forms. Members must fill out the following applicable forms in
925 connection with leave under this article:

- 926
- 927 a. "Request for Family and Medical Leave Form" prepared by the District to
928 be eligible for leave;
 - 929
 - 930 b. Medical certification – either for the member's own serious health condition
931 or the serious health condition of a child, parent or spouse;
 - 932
 - 933 c. Authorization for payroll deductions for benefit plan coverage continuation;
934 and
 - 935
 - 936 d. Fitness-for-duty certification to return from leave.
- 937

938 Signed and entered into this _____ day of _____, 2022.

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|------------------------------|---------------------|
| 940 FOR THE COLLEGE DISTRICT | FOR THE ASSOCIATION |
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