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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
July 29, 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.

6.6.2 Employees who have earned sick leave hours on an hourly/daily assignment with the District and who become regular or contract employees shall have their

52 hourly/daily sick leave converted to days at the rate of one day for each four (4)
53 hours of sick leave already earned if credit employees, or one (1) day for each five
54 (5) hours of sick leave already earned if noncredit employees.
55

56 6.6.3 When a full-time academic employee is absent from duties because of illness or
57 injury, pay is determined in the following manner:
58

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

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

70 6.6.4 Sick leave will be charged at the rate of one (1) day for each day of absence.
71

72 6.7 CONVERSION OF SICK LEAVE 73

74 6.7.1 Hourly sick leave to daily sick leave: Contract and regular employees who have
75 earned hourly sick leave with the District may convert this hourly sick leave to daily
76 sick leave under the following conditions:
77

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

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

85 6.7.2 Daily sick leave to hourly sick leave: Contract and regular employees who have
86 earned daily sick leave with the District may convert this daily sick leave to hourly
87 sick leave under the following conditions:
88

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

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

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

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

103
104 6.8 CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN
105
106 6.8.1 The Catastrophic Illness/Injury committee will include a member appointed by the
107 PCCFA.
108
109 6.8.2 The Identity of donors to the Plan will be kept confidential.
110
111 6.8.3 Part-Time Faculty - Full-time faculty may donate leave to part-time faculty (for the
112 duration of the part-time faculty member's illness/injury, not to exceed the length
113 of the contracted employment period), in accordance with the other provisions of
114 the Catastrophic Leave Donation Plan.
115
116 6.9 GENERAL CONDITIONS
117
118 6.9.1 Employees filing claims under the provisions of this section shall file, or cause to
119 be filed, written evidence satisfactory to and approved by a District physician that
120 illness, injury or incapacity is of such character as to require absence from duty
121 during the period of sick leave claim.
122
123 6.9.2 A regular employee assigned part-time only, or able to work part-time only, shall
124 earn sick leave time and be paid sick leave benefits in an amount proportional to
125 the percent of full-time employment.
126
127 6.9.3 The District reserves the right to demand proof of illness on a form provided by the
128 District from the attending physician and may refer any claim for sick leave benefits
129 to a District physician whose decision as to the eligibility of the academic employee
130 for said benefits shall be final. Failure to provide proof of illness when requested
131 automatically waives the right to the sick leave benefits for that claimed absence.
132 Any statement or claim related to sick leave shall be made by the employee under
133 penalty of perjury.
134
135 6.10 PERSONAL NECESSITY CHARGED TO SICK LEAVE
136
137 6.10.1 All academic employees entitled to sick leave benefits have the right to elect
138 personal necessity leave to be charged against their unused sick leave.
139
140 6.10.2 Personal necessity leave may be used for the following reasons:
141
142 6.10.2.1 The death of a member of the employee's immediate family when the
143 number of days of absence exceeds the limit provided in Article 6.14,
144 Bereavement Leave. "Member of the employee's immediate family" as
145 used in this policy means the husband, wife, domestic partner, son,
146 daughter, father, mother, brother, sister, father-in-law, mother-in-law,
147 son-in-law, daughter-in-law, grandfather or grandmother of the employee
148 or of the spouse of the employee, or any relative living in the immediate
149 household of the employee, or any other person for whom the employee
150 is legally responsible.
151
152 6.10.2.2 An accident involving the employee's person, not otherwise chargeable
153 to an illness or injury leave. Such accident must (a) be serious in nature,

154 (b) involve circumstances the employee cannot reasonably be expected
155 to disregard, (c) require the attention of the employee during assigned
156 hours of service, and (d) cannot be attended to during non-duty hours.

157
158 6.10.2.3 An accident involving the employee's property or the person or property
159 of a "member of the employee's immediate family" as defined in 6.10.2.1.
160 Such accident must (a) be serious in nature, (b) involve circumstance the
161 employee cannot reasonably be expected to disregard, (c) require the
162 attention of the employee during assigned hours of service, and (d)
163 cannot be attended to during non-duty hours.

164
165 6.10.2.4 An appearance of the employee in court as a litigant, party, or as a
166 witness under an official order. The employee must return to work in
167 cases where it is not necessary to be absent the entire day.

168
169 6.10.2.5 The birth of a child making it necessary for an employee who is the father
170 of the child to be absent from his position during his assigned hours of
171 service.

172
173 6.10.2.6 Imminent danger to the home of an employee occasioned by a factor such
174 as flood or fire, serious in nature, which under the circumstance the
175 employee cannot reasonably be expected to disregard, and which
176 requires the attention of the employee during assigned hours of service.

177
178 6.10.2.7 Personal necessity of a nature that cannot be transacted outside of
179 assigned work hours and where there is no alternative as to person, time
180 or place for its transaction. The nature of such business must not involve
181 payment for the employee's services.

182
183 6.10.3 Personal necessity leave shall be subject to the following limits and conditions:

184
185 6.10.3.1 The total number of days allowed in one fiscal year for such leave or
186 leaves shall not exceed six (6) days.

187
188 6.10.3.2 The days allowed shall be deducted from and may not exceed the number
189 of full-pay days of sick leave to which the employee is entitled.

190
191 6.10.3.3 The personal necessity leave shall not be granted during a scheduled
192 vacation or a leave of absence.

193
194 6.10.3.4 Academic employees on an assignment of forty (40) hours a week on
195 duty at the college may choose to take a minimum of a half day of
196 personal necessity leave. For those on assignments other than the above,
197 the one-half day absence shall be at the discretion of the supervisor.

198
199 6.10.3.5 Personal necessity leave may not be used for participation in work
200 stoppage, nor any activity contrary to law.

201
202 6.10.3.6 Payment for personal necessity absence shall be made only upon
203 certification by the faculty member that the absence was due to a situation

204 designated as a personal necessity within the limits described above. If
205 the District reasonably suspects abuse, it may require verification.
206

207 6.11 INDUSTRIAL ACCIDENT LEAVE (WORKERS' COMPENSATION)
208

209 6.11.1 A contract or regular employee who suffers an industrial accident, illness or injury
210 incurred within the course and scope of employment shall be entitled to a leave of
211 absence with pay, as specified in this Article. A "Report of Employee Injury" must
212 be prepared at once, the form for which is available in the Office of Business
213 Services.
214

215 6.11.2 An employee who has sustained a job-related injury shall immediately report the
216 injury to his/her their immediate, or an appropriate, administrator within one (1)
217 work day of knowledge that the illness is the result of an alleged industrial accident.
218

219 6.11.3 Provisions
220

221 6.11.3.1 Allowable leave in any one fiscal year for the same illness or accident
222 may be for up to sixty (60) days during which the College is required to
223 be in session or when the employee would otherwise have been
224 performing work for the District.
225

226 6.11.3.2 Allowable leave shall not be accumulated from year to year.
227

228 6.11.3.3 Industrial accident or illness leave shall commence on the first day of
229 verified industrial illness or accident absence.
230

231 6.11.3.4 Industrial accident or illness leave shall be reduced by one (1) day for
232 each day of authorized absence regardless of a temporary disability
233 indemnity award.
234

235 6.11.3.5 When an industrial accident or illness leave overlaps into the next fiscal
236 year, the employee shall be entitled to only the amount of unused leave
237 due for the same illness or injury.
238

239 6.11.3.6 Any employee receiving benefits as a result of this section shall, during
240 periods of injury or illness, remain within the state of California unless the
241 Board of Trustees authorizes travel outside the state.
242

243 6.11.3.7 During any industrial paid leave of absence, workers' compensation
244 checks are mailed directly to the District and must be endorsed by the
245 employee over to the District. The District, in turn shall issue the employee
246 appropriate salary warrants for the payment of the employee's salary and
247 shall deduct normal retirement and other authorized contributions. Upon
248 conclusion of this industrial paid leave, an employee may elect to utilize
249 any available sick leave benefits, providing that any sick leave utilization
250 when combined with any temporary disability indemnity shall not exceed
251 100% of the employee's normal compensation.
252

253 6.11.3.8 Requests for additional leave, if provided by Board regulation, shall be
254 submitted through the Office of Human Resources. District approval or

255 denial of additional leave of absence for industrial accident or illness shall
256 not be subject to the Dispute or Grievance Procedures Articles of this
257 Agreement (Articles 10 and 11).
258

259 6.11.4 An employee shall be permitted to return to service after an industrial accident or
260 illness leave involving a temporary disability award only upon presentation of a
261 release from a District-authorized physician certifying the employee's ability to
262 return to his/her their position classification with or without a reasonable
263 accommodation, or without detriment to the employee's physical or emotional-well
264 being.
265

266 6.12 ABSENCE WITHOUT LOSS OF SALARY
267

268 6.12.1 The Superintendent-President or his/her their designee may permit an employee
269 to leave assigned duties for a fraction of a day up to one (1) day without loss of
270 salary provided no paid substitute is required and provided that the absence does
271 not come under one of the other leave policies.
272

273 6.12.2 Paid leaves of absence beyond one day must have approval of the Board of
274 Trustees prior to the absence. Requests for such absence must be filed in the
275 office designated by the Superintendent-President no later than (10) working days
276 prior to the next scheduled regular Board of Trustees meeting that is before the
277 absence.
278

279 6.12.3 Where the applicant can demonstrate to the manager responsible for this function
280 that the timeline could not be met due to the late notice or similar condition beyond
281 the applicant's control, the manager may, at his/her their sole discretion, waive
282 the timeline.
283

284 6.13 ABSENCES FOR RELIGIOUS HOLIDAYS
285

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

292 6.14 BEREAVEMENT LEAVE
293

294 6.14.1 All unit members shall be allowed up to three (3) days of paid leave of absence for
295 death of an immediate family member, or five (5) days if out-of-state travel of the
296 employee is required. "Immediate family" shall be defined as husband, wife,
297 domestic partner, son, daughter, father, mother, brother, sister, father-in-law,
298 mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the
299 employee or of the spouse/domestic partner of the employee, or any relative living
300 in the immediate household of the employee, or any other person for whom the
301 employee is legally responsible.
302

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

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

6.15 SUBPOENA LEAVE OR JURY DUTY

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

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

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

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

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

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

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

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

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

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

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6.16 SABBATICAL LEAVE

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

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

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

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

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

6.16.2.4 Research. Applicants for sabbatical leave under this provision wishing to undertake such research without enrolling in an accredited institution of higher education must provide documentation acceptable to the Sabbatical Leave Advisory Committee. Such documentation must include

408 substantial independent written evidence from such an institution that the
409 research will be done under supervision at said institution, or is equivalent
410 to research done in an approved course of study.

411
412 6.16.2.5 Approved Travel. Applicants for sabbatical leave under this provision shall
413 submit a detailed statement of the proposed itinerary. Said itinerary must
414 be so planned as to evidence specific ways in which the trip will contribute
415 to the improvement of the applicant's services with respect to the
416 particular educational field in which the employee is engaged. A report
417 shall be submitted on completion of the trip attesting to the satisfactory
418 fulfillment of this requirement.

419
420 6.16.2.6 Professional Study, Research and Approved Travel proposals will be
421 given equal weight in determining priority. Approved proposals shall be
422 ranked in the following order:

- 423
424 a. Total years employed since last sabbatical or date of employment,
425 whichever is less.
426
427 b. Seniority in the District.

428
429 6.16.2.7 Finally, in cases where the above guidelines prove insufficient to
430 determine priority, the Sabbatical Leave Advisory Committee will have the
431 authority to make recommendations for the selection.

432
433 6.16.3 Applicants for sabbatical leave must file the sabbatical leave form, in the Office of
434 Human Resources prior to November 1, for consideration for the following college
435 year. All requests will be considered without regard to date of application provided
436 the deadline has been met, and provided the Division Dean or the appropriate
437 supervisor has been notified of the application.

438
439 6.16.4 Successful applicants shall enter into a contract for the leave within ten (10) work
440 days following approval of the leave by the Board of Trustees. Once a leave is
441 contracted, it may be rescinded only by mutual agreement of the unit member and
442 the District.

443
444 6.16.5 If a leave has been refused or rescinded by March 1st, the applicant next on the
445 waiting list will be offered the leave.

446
447 6.16.6 Any changes in travel or study plans occurring after the sabbatical leave has been
448 granted must be approved by the Superintendent-President of the College. If the
449 proposed changes are not approved, the unit member shall (a) return to the
450 contracted sabbatical plan; (b) return to services at the College if proposed
451 changes were requested prior to March 1st of the year preceding the planned
452 sabbatical; or (c) take unpaid leave.

453
454 6.16.7 Prior to entering upon a sabbatical leave the employee may choose one or two
455 methods of compensation. Under Option I the employee must file a suitable bond
456 indemnifying the District for any salary paid the employee during the period of
457 sabbatical leave in the event said employee fails to return and to render two (2) full
458 years of service in the District following the completion of the sabbatical leave.

- 459
460 6.186.8 Under Option II the employee may enter into a written agreement with the District
461 to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set
462 for in Option I. Such an agreement form is available in the Office of Human
463 Resources.
464
465 6.16.9 Compensation for all academic employees while on sabbatical leave shall be
466 determined by the following formula: (Base ten-month salary) x .75
467
468 6.16.10 Faculty members on sabbatical leave may teach during either or both of the
469 Intersessions that occur during the period of their leave.
470
471 6.16.11 Faculty members on sabbatical leave shall not be given additional employment
472 by the District during the sabbatical period. Cases in which exceptions may be
473 made shall be in the interest of the instructional needs of the District as determined
474 by the Superintendent-President. Neither paid sick leave nor vacation time is
475 earned during this period. Health and welfare benefits will be continued on the
476 same terms as provided to full-time unit members.
477
478 6.16.12 A comprehensive report of sabbatical activity should be filed in the Office of
479 Human Resources within the semester following the individual's return to service.
480 For leaves granted under "Professional Study," a transcript showing successful
481 completion of all units attempted, with a passing grade, shall be sufficient for this
482 purpose.
483

484 6.17 PARENTAL LEAVE

485
486 6.17.1 Disabilities associated with pregnancy, childbirth or related medical conditions
487 shall be treated as any other temporary disability. In addition, unit members shall
488 be entitled to use **other** accrued **vacation leaves** for such disabilities.
489

490 6.17.2 The District shall provide eligible unit members with paid Parental Leave pursuant
491 to Education Code section 87780.1.
492

493 6.17.2.1 Purpose: A unit member may use his or her accrued sick leave, or
494 when exhausted, any available differential paid leave, for leave
495 taken for the reason of the birth of a child of the unit member or the
496 placement of a child with an employee in connection with the
497 adoption or foster care of the child by the employee for up to twelve
498 (12) workweeks.
499

500 6.17.2.2 Eligibility. Faculty members whose initial date of hire is at least
501 twelve (12) months prior to taking parental leave. Faculty members
502 are not required to have worked a minimum of 1,250 hours in the
503 twelve (12) months prior to the leave in order to be eligible for paid
504 parental leave.
505

506 6.17.2.3 Compensation: Purpose. —Eligible faculty members shall receive
507 their full salary for a maximum of twelve (12) workweeks for leave
508 taken for the reason of the birth of a child or the placement of a child
509 with the faculty member in connection with the adoption or foster

~~care of the child.~~ Unit members are entitled to utilize all accumulated sick leave for the purposes of parental leave. Thereafter, when a unit member has exhausted all available sick leave ~~faculty members who~~ and continues to be absent from duty under this section, they shall receive the greater of the following: (1) fifty percent 50% of their regular salary during the twelve (12) week period of absence ~~for up to six (6) workweeks~~; or (2) the difference between what the employee would have received during the period of absence, and the amount that was actually received by a substitute employee during his or her absence or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for parttime and temporary employees for the remaining portion of the twelve (12) workweek period of parental leave.

~~Faculty members shall be authorized to use any accrued leave, including sick leave to supplement the paid leave for up to six (6) workweeks.~~ No faculty shall be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

6.17.2.4 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 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 twelve (12) workweeks of parental leave to which the parent may be entitled.

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

6.17.3 Unpaid Additional Parental Leave. Upon written request, a faculty member may request additional unpaid leave. Parental leave shall may be granted ~~for a maximum of six (6) months, whether as~~ 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.~~ [Educ. § 87764 gives the discretion to grant additional leave to the Board.]

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

561 take personal leave during the first three (3) weeks or the last three (3) weeks of a
562 semester.

563
564 6.18.3 A leave of absence will not be granted for more than one (1) school year at a time.
565 Such leave may be granted for a second year in accordance with the provisions of
566 Article 6.18.1.

567
568 6.18.4 Time under personal leave without pay is not credited for retirement service no
569 matter how short the length of leave.

570
571 6.18.5 Leaves may be granted for the following purposes:

572
573 6.18.5.1 Health. An application for leave of absence for reasons of personal health
574 in excess of time for which sick leave benefits are due must be supported
575 by the written recommendations of a licensed physician or health
576 practitioner.

577
578 6.18.5.2 Home Responsibilities. A leave for this purpose may be granted to care
579 for an employee's preschool child or immediate family member whose
580 health requires temporary, full-time attention.

581
582 6.18.5.3 Personal Business. A leave of absence limited to a maximum of one (1)
583 school year may be granted to conclude essential legal actions, or may
584 be granted for broadening professional experiences, such as research,
585 writing, teaching, government services, professional organization
586 services and foundation grants. Any arrangement for leaving early in any
587 semester is subject to the procedure for special personal leave without
588 pay.

589
590 6.18.6 Special Personal Leave without Pay

591
592 6.18.6.1 A faculty member otherwise eligible to apply for personal leave without
593 pay for personal business may apply for such a leave, to explore alternate
594 employment opportunities, under the following conditions:

595
596 6.18.6.2 The faculty member must be at Step 10 or higher on the salary schedule.

597
598 6.18.6.3 The duration of any such leave shall be one (1) year. Such leave may be
599 extended for an additional year in accordance with the provisions of
600 Article 6.18.6.6.

601
602 6.18.6.4 The granting of any such leave shall not imply any requirement to provide
603 a temporary replacement for the faculty member.

604
605 6.18.6.5 The faculty member on such a leave shall notify the District by March 1st
606 of the academic year in which the leave occurred to advise whether
607 he/she intends to return to the employ of the District the following
608 academic year. Failure to meet said deadline shall constitute
609 abandonment of position.

610

611 6.18.6.6 The Board of Trustees shall have final discretion as to the granting or
612 denial of any such leave.

613
614 6.18.7 Study. An applicant for leave of absence for professional study shall be
615 supported by a written statement indicating what and where study is to be
616 undertaken.

617
618 6.18.8 Health Coverage While on Unpaid Leave

619
620 6.18.8.1 An otherwise eligible unit member on approved unpaid sick leave
621 may continue health and insurance coverage at the unit member's
622 cost. Payment by the unit member for this coverage must be made
623 in a timely manner to the Human Resources Benefits Office.
624 Failure to tender payment will terminate coverage until the next
625 open enrollment period or return to employment.

626
627 6.18.8.2 An otherwise eligible unit member on any other approved unpaid
628 leave of absence may continue health and insurance coverage for
629 a period not to exceed twelve (12) continuous calendar months at
630 the unit member's cost. The payment conditions and restrictions
631 contained in 6.18.8.1 apply to this section.

632 633 6.19 VACATIONS

634
635 6.19.1 Unit members who are on twelve-month assignments are eligible for twenty-two
636 (22) work days of vacation per year without loss of salary, such vacation time to
637 be earned at the rate of one and five-sixths days per month of service. If a legal
638 holiday occurs during the period of such vacation, the legal holiday is not charged
639 against the vacation accrued.

640
641 6.19.2 Each eligible employee will take the earned vacation not later than the fiscal year
642 following the time such vacation is earned. It is expected that the employee will
643 use the vacation annually so that not more than ten (10) days will be carried over.

644
645 6.19.3 Employees who have accrued vacation due at time of reassignment, retirement or
646 resignation shall receive payment for such time not to exceed thirty-two (32) work
647 days for any one (1) fiscal year.

648
649 6.19.4 Employees accruing vacation time in excess of thirty-two (32) days as of June 30th
650 in any year will be paid at the appropriate daily rate for the excess. The
651 Superintendent- President may waive this rule under limited circumstances.

652
653 6.19.5 The Superintendent-President has the right to require the use of up to twenty-two
654 (22) days of vacation in any fiscal year.

655 656 6.20 BANKED LEAVE

657
658 6.20.1 When a full-time unit member works beyond his/her regular contract, he/she can
659 choose either to bank the extra FTE or to be paid at the current overload salary
660 rate. Depending on the number of hours banked, the time off could be one class
661 or an entire academic year. The ratio of banked time to leave time is 6:5. For

662 example eighteen (18) lecture hours must be banked to take leave from a regular
663 semester load of fifteen (15) lecture hours.

664
665 6.20.2 There are no restrictions on the use of leave time; it may be used for professional
666 or personal reasons. A faculty member on banked leave shall be paid and earn
667 fringe benefits as though he/she were working his/her regular contract assignment.
668 The time on leave shall count toward retirement and as service to the District for
669 purposes of advancement on the salary schedule. The time on leave shall not
670 represent a break in service.

671
672 6.20.3 Each semester, an instructor wishing to bank an overload class must submit a
673 request for approval no later than the end of the second week of classes to the
674 Division Dean and then to the Vice President for Instruction. **If the instructor**
675 **decides not to bank leave, they will be paid at the overload rate.**

676
677 6.20.4 A written request to use banked FTE must be approved by the Division Dean and
678 the Vice President for Instruction or appropriate Dean. The request must indicate
679 at least one (1) semester's advance notification of plans to use banked time. An
680 exception is that when banked time is to be used to fill out a sabbatical salary,
681 notice must be given at the time the sabbatical application is approved.

682
683 6.20.5 No more than the equivalent of two semesters of banked time can be accumulated
684 - for example, an instructor with an annual load of thirty (30) lecture hours cannot
685 bank more than thirty-six (36) lecture hours. If the limit of the annual load is
686 exceeded, the instructor will be paid for the excess FTE at the regular overload
687 salary rate.

688
689 6.20.6 Banked FTE may not be accumulated for more than six (6) years. After those
690 years, the instructor must submit a revised plan to the District indicating either that
691 he/she wishes to be paid for the time or when the time will be taken.

692
693 6.20.7 **If the instructor decides not to take the leave, he/she will be paid for banked**
694 **time at the overload rate in effect at the time the FTE were worked.**

695
696 **6.20.8** In order for an instructor to take time off, the Division Dean and the Vice President
697 for Instruction or appropriate Dean must certify that:

- 698
699 a. The program will not be jeopardized by the absence of the instructor; and
700
701 b. Competent part-time staff are available to teach the classes vacated by the
702 regular instructor.

703
704 6.20.98 In the event the banked leave plan is not completed **at the end of employment**,
705 the money earned by the instructor will be paid to the instructor or his/her estate
706 at the overload rate in effect at the time the FTE were worked.

707
708 6.21 FAMILY AND MEDICAL LEAVE

709
710 As required by State and Federal law, the District will provide family and medical leave for
711 eligible employees. The following provisions set forth unit members' rights and obligations
712 with respect to such leave. Rights and obligations which are not specifically set forth below

713 are set forth in the Department of Labor regulations implementing the Federal Family and
714 Medical Leave Act of 1993 (“FMLA”), and the regulations of the California Fair
715 Employment and Housing Commission implementing the California Family Rights Act
716 (“CFRA”), Government Code Section 12945.2.

717
718 6.21.1 Members Eligible for Leave. A member is eligible for leave if the member:

- 719
720 a. Has been employed for at least twelve (12) months; and
721
722 b. Has been employed for at least 1,250 hours during the 12-month period
723 immediately preceding the commencement of the leave.
724

725 6.21.2 Reasons for Leave. Leave is only permitted for the following reasons:

- 726 a. The birth of a child or to care for a newborn of a member;
727
728 b. The placement of a child with a member in connection with the adoption or
729 foster care of a child;
730
731 c. Leave to care for a child, parent or a spouse who has a serious health
732 condition;
733
734 d. Leave because of a serious health condition that makes the member
735 unable to perform the functions of his/her position;
736
737 e. Leave for a qualifying exigency arising out of the fact that the member’s
738 spouse, son, daughter or parent is a covered military member on active
739 duty; or
740
741 f. Leave to care for a covered service member with a serious injury or illness
742 if the member is the spouse, son, daughter, parent, or next of kin of the
743 service member.
744
745

746 6.21.3 Definitions

747
748 6.21.3.1 A “serious health condition” includes an illness, injury impairment, or
749 physical or mental condition that involves:

- 750
751 a. Inpatient care in a hospital, hospice or residential medical care
752 facility;
753 b. Continuing treatment or continuing supervision by a health care
754 provider;
755 c. Any period of incapacity due to pregnancy or for prenatal care.
756

757 6.21.3.2 Leave due to a “qualifying exigency” includes; (1) short-notice
758 deployment; (2) military leave events and related activities; (3) childcare
759 and school activities; (4) financial and legal arrangements; (5) counseling;
760 (6) rest and recuperation; (7) post-deployment activities; and (8) other
761 events which arise out of the covered military member’s active duty or call
762 to active duty status provided that the employer and employee agree that

763 such leave shall qualify as an exigency, and to both the timing and
764 duration of the leave.
765

766 6.21.4 Amount of Leave

767
768 6.21.4.1 Eligible members are entitled to a total of twelve (12) workweeks (or
769 twenty- six (26) weeks to care for a covered service member) of leave
770 during any 12- month period. ~~A member's entitlement to leave for the
771 birth or placement of a child for adoption or foster care must be
772 concluded within twelve (12) months after the birth or placement.~~
773

774 6.21.4.2 The 12-month period for calculating leave entitlement will be a "rolling
775 period" measured backwards from the date leave is taken and continues
776 with each additional leave taken. Thus, whenever a member requests
777 leave, the District will look back over the previous 12-month period to
778 determine how much leave has been used in determining how much
779 leave a member is entitled to.
780

781 6.21.5 Member Benefits While on Leave

782 6.21.5.1 Leave under this article is unpaid. In addition, while on leave, members
783 will continue to be covered by the District's medical insurance. However,
784 members will not continue to be covered under the District's non-health
785 benefit plans unless members make the appropriate contributions for
786 continued coverage.
787

788 6.21.5.2 If a member fails to return to work after his/her leave entitlement has been
789 exhausted or expires, the District shall have the right to recover its share
790 of health plan premiums for the entire leave period, unless the member
791 does not return because of the continuation, recurrence, or onset of a
792 serious health condition of the member or his/her family member which
793 would entitle the member to leave, or because of circumstances beyond
794 the member's control. The District shall have the right to recover
795 premiums through deduction from any sums due the District (e.g., unpaid
796 wages, vacation pay, etc.)
797

798 6.21.6 Use of Other Accrued Leaves While on Leave

799
800 6.21.6.1 A member must exhaust his/her accrued paid leaves (e.g., vacation, sick,
801 compensatory time) concurrently with FMLA/CFRA leave to the same
802 extent members have the right to use their accrued paid leaves
803 concurrently with FMLA/CFRA leave.
804

805 6.21.6.2 If a member takes a leave of absence for any reason which is
806 FMLA/CFRA- qualifying, the District will designate that non-FMLA/CFRA
807 leave as running concurrently with the member's 12 (or 26) week
808 FMLA/CFRA leave entitlement.
809

810 6.21.7 Medical Certification

811
812 6.21.7.1 Members who request leave for their own serious health condition or to
813 care for a child, parent or a spouse who has a serious health condition

814 must provide written certification from the health care provider of the
815 individual requiring care. If the leave is requested because of the
816 member's own serious health condition, the certification must include a
817 statement that the member is unable to perform the essential functions of
818 his/her position.
819

820 6.21.7.2 A member who requests leave to care for a covered service member who
821 is a child, spouse, parent, or next of kin of the member must provide
822 written certification of a health care provider regarding the injured service
823 member's injury or illness.
824

825 6.21.7.3 The first time a member requests leave because of a qualifying exigency,
826 the member must provide a copy of the covered military member's active
827 duty orders or other documentation issued by the military which indicates
828 that the covered military member is on covered active duty or called to
829 active duty status in a foreign country, and the dates of the covered
830 military member's active duty service. A copy of new active duty orders
831 or similar documentation shall be provided to the employer if the need for
832 leave because of a qualifying exigency arises out of a different active duty
833 or call to active duty status of the same or different covered military
834 member.
835

836 6.21.7.4 If a member provides an incomplete medical certification, the member will
837 be given a reasonable opportunity to cure any such deficiency. However,
838 if a member fails to provide a medical certification within the time frame
839 set forth in this Agreement, the District may delay the taking of leave until
840 the required certification is provided.
841

842 6.21.7.5 If the District has reason to doubt the validity of a certification, the District
843 may require a medical opinion of a second health care provider chosen
844 by the District. If the second opinion is different from the first, the District
845 may require the opinion of a third provider jointly approved by the District
846 and the member, but paid for by the District. The opinion of the third
847 provider will be binding.
848

849 6.21.7.6 If a member requests leave intermittently (a few days or hours at a time)
850 or on a reduced leave schedule to care for an immediate family member
851 with a serious health condition, the member must provide medical
852 certification that such leave is medically necessary. "Medically necessary"
853 means there must be a medical need for leave and that the leave can
854 best be accomplished through an intermittent or reduced leave schedule.
855

856 6.21.8 Member Notice of Leave. Although the District recognizes that emergencies arise
857 which may require members to request immediate leave, members are required to
858 give as much notice as possible of their need for leave. Except for qualifying
859 exigency leave, if leave is foreseeable, members are required to give at least thirty
860 (30) days' notice. In addition, if a member knows that he/she will need leave in the
861 future, but does not know the exact date(s) (e.g., for the birth of a child or to take
862 care of a newborn), the member shall inform his/her supervisor as soon as possible
863 that such leave will be needed. If the District determines that a member's notice is
864 inadequate or the member knew about the requested leave in advance of the

865 request, the District may delay the granting of the leave until it can, in its discretion,
866 adequately cover the position with a substitute. For foreseeable leave due to a
867 qualifying exigency, an employee must provide notice of the need for leave as soon
868 as practicable, regardless of how far in advance such leave is foreseeable.
869

870 6.21.9 Reinstatement Upon Return from Leave
871

872 6.21.9.1 Upon expiration of leave, a member is entitled to be restored to the
873 position of employment held when the leave commenced, or to an
874 equivalent or comparable position.
875

876 6.21.9.2 As a condition of restoration of a member whose leave was due to the
877 member's own serious health condition, which made the member unable
878 to perform his/her job, the member shall obtain and present a fitness-for-
879 duty certification from the health care provider that the member is able to
880 resume work. Failure to provide such certification will result in denial of
881 restoration.
882

883 6.21.10 Required Forms. Members must fill out the following applicable forms in
884 connection with leave under this article:
885

- 886 a. "Request for Family and Medical Leave Form" prepared by the District to
887 be eligible for leave;
888
- 889 b. Medical certification – either for the member's own serious health condition
890 or the serious health condition of a child, parent or spouse;
891
- 892 c. Authorization for payroll deductions for benefit plan coverage continuation;
893 and
894
- 895 d. Fitness-for-duty certification to return from leave.
896

897 Signed and entered into this _____ day of _____, 2022.
898

899 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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