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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION**

September 25, 2024

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 their position, or if no temporary employee was employed, the amount
66 that would have been paid to the temporary employee had he or she been
67 employed, for up to five school months less the number of days of current
68 and accumulated sick leave previously used in that school year. (Education
69 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
144 the number of days of absence exceeds the limit provided in Article
145 6.14, Bereavement Leave. "Member of the employee's immediate
146 family" as used in this policy means the husband, wife, domestic
147 partner, son, daughter, father, mother, brother, sister, father-in-law,
148 mother-in-law, son-in-law, daughter-in-law, grandfather or
149 grandmother of the employee or of the spouse of the employee, or
150 any relative living in the immediate household of the employee, or
151 any other person for whom the employee 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.
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- 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.
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- 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.
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- 6.10.2.5 The birth of a child making it necessary for an employee who is the ~~father-parent~~ of the child to be absent from ~~his-their~~ position during ~~his-their~~ assigned hours of service.
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- 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.
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- 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.
- 187
188
- 6.10.3 Personal necessity leave shall be subject to the following limits and conditions:
- 189
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191
- 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.
- 192
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- 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.
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- 6.10.3.3 The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
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- 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.

255 employee's salary and shall deduct normal retirement and other
256 authorized contributions. Upon conclusion of this industrial paid
257 leave, an employee may elect to utilize any available sick leave
258 benefits, providing that any sick leave utilization when combined
259 with any temporary disability indemnity shall not exceed 100% of
260 the employee's normal compensation.

261
262 6.11.3.8 Requests for additional leave, if provided by Board regulation, shall
263 be submitted through the Office of Human Resources. District
264 approval or denial of additional leave of absence for industrial
265 accident or illness shall not be subject to the Dispute or Grievance
266 Procedures Articles of this Agreement (Articles 10 and 11).

267
268 6.11.4 An employee shall be permitted to return to service after an industrial accident or
269 illness leave involving a temporary disability award only upon presentation of a
270 release from a District-authorized physician certifying the employee's ability to
271 return to their position classification with or without a reasonable accommodation,
272 or without detriment to the employee's physical or emotional-well being.

273
274 **6.12 ABSENCE WITHOUT LOSS OF SALARY**

275
276 6.12.1 The Superintendent-President or their designee may permit an employee to leave
277 assigned duties for a fraction of a day up to one (1) day without loss of salary
278 provided no paid substitute is required and provided that the absence does not
279 come under one of the other leave policies.

280
281 6.12.2 Paid leaves of absence beyond one day must have approval of the Board of
282 Trustees prior to the absence. Requests for such absence must be filed in the
283 office designated by the Superintendent-President no later than (10) working days
284 prior to the next scheduled regular Board of Trustees meeting that is before the
285 absence.

286
287 6.12.3 Where the applicant can demonstrate to the manager responsible for this function
288 that the timeline could not be met due to the late notice or similar condition beyond
289 the applicant's control, the manager may, at their sole discretion, waive the
290 timeline.

291
292 **6.13 ABSENCES FOR RELIGIOUS HOLIDAYS**

293
294 An employee may arrange in advance to take personal leave without pay for
295 religious holidays that are not Board-declared holidays. Employees who have
296 accrued vacation may use vacation time with the approval of their supervisor.
297 Requests for absence must be submitted to the employee's immediate supervisor
298 at least five (5) work days in advance of the absence.

299
300 **6.14 BEREAVEMENT LEAVE**

301
302 6.14.1 All unit members shall be allowed up to ~~three-five (53)~~ days of paid leave of
303 absence for death of an immediate family member, ~~or five (5) days if out-of-state~~
304 ~~travel of the employee is required.~~ "Immediate family" shall be defined as husband,
305 wife, domestic partner, son, daughter, father, mother, brother, sister, father-in-law,

306 mother-in-law, son-in-law, daughter-in-law, grandfather or grandmother of the
307 employee or of the spouse/domestic partner of the employee, or any relative living
308 in the immediate household of the employee, or any other person for whom the
309 employee is legally responsible.
310 Bereavement leave is not applicable when an employee is on unpaid leave of
311 absence or during unscheduled work days for employees on less than 12-month
312 assignments.

313
314 6.14.2 Up to one (1) day's leave with pay may be granted if it is necessary for an employee
315 to make funeral arrangements or to attend the funeral of close relatives not living
316 in the immediate household. Up to one-half day with pay may be granted to attend
317 the funeral of a distant relative or a close friend provided no substitution is needed.
318

319 **6.15 SUBPOENA LEAVE OR JURY DUTY**

320
321 6.15.1 When a regular or contract employee is absent because of a mandatory court
322 appearance except as a litigant, the employee shall suffer no monetary loss by
323 reason of this service.
324

325 6.15.1.1 Fees, exclusive of mileage paid by the court of party requiring an
326 employee's appearance, shall be paid to the District unless the fees
327 are greater than the employee's salary in which case the employee
328 may retain the fees and be listed as absent due to personal
329 business.
330

331 6.15.1.2 A copy of the subpoena or a certificate of the clerk of the court must
332 be filed with the absence report.
333

334 6.15.1.3 Absence of an employee for a legal action in which the employee is
335 a litigant may be charged to sick leave under the provisions for
336 personal necessity leave if the individual so elects.
337

338 6.15.2 While on paid jury duty leave, an employee shall return to the District service on
339 any days or portions thereof on which their service as a juror is not required and
340 they would otherwise be in service to the District.
341

342 6.15.3 Subpoena and Jury Duty Leave will be granted to a part-time faculty member when
343 he/she is absent because of a mandatory court appearance, except when he/she
344 is a litigant. A part-time faculty member who is entitled to this paid leave will suffer
345 no monetary loss by reason of this service.
346

347 6.15.3.1 Fees, exclusive of mileage paid by the court or party requiring a
348 part-time faculty member's appearance, shall be paid to the District
349 unless the fees are greater than the part-time faculty member's
350 salary in which case he or she may retain the fees and be listed as
351 absent due to personal business.
352

353 6.15.3.2 A copy of the subpoena or certificate of the clerk of the court must
354 be filed with the part-time faculty member's absence report.
355

- 356 6.15.3.3 An absence due to appearance for a legal action in which the part-
357 time faculty member is a litigant may be charged to sick leave under
358 the CBA's provisions for personal necessity leave if the part-time
359 faculty member so elects.
360
- 361 6.15.3.4 While on paid jury duty leave, a part-time faculty member shall
362 return to the District service on any days or portions thereof on
363 which their service as a juror is not required and he/she would
364 otherwise be in service to the District.
365

366 **6.16 SABBATICAL LEAVE**

367

- 368 6.16.1 Subject to the availability of funds, the number of full-term sabbatical leave
369 equivalents available for each year shall be up to four percent (4%) of the full-time
370 regular or contract positions in the unit. Sabbatical leaves shall be funded and
371 provided for at least two percent (2%) of the full-time equivalent faculty in the unit
372 if that percentage of faculty members have sabbatical leaves approved.
373
- 374 6.16.2 Sabbatical leaves of absence for one or two semesters may be granted as
375 provided for herein, for professional study, research and/or approved travel, to any
376 regular or contract unit member who has been employed full-time by the Pasadena
377 Area Community College District for not less than six (6) total years under regular
378 credential since initial employment or the last sabbatical leave granted, and whose
379 latest evaluation is satisfactory. Sabbatical leave for one academic year is for the
380 period of the Fall and Spring semesters. Sabbatical leaves for one (1) semester
381 shall be for the full period of the designated semester. An additional year may be
382 requested as personal leave. Leave time (one year or half year) shall be deducted
383 from the number of consecutive years accumulated toward sabbatical leave.
384
- 385 6.16.2.1 **Sabbatical Leave Advisory Committee.** The Committee shall be
386 composed of five (5) members, two (2) to be elected by the
387 Academic Senate Board, one (1) selected by the Faculty
388 Association and two (2) designated by the District from the
389 Administration with the Vice President of Human Resources, or
390 designee, as chair. The primary purpose of this Committee shall be
391 to rank and recommend to the Superintendent/President of the
392 College the names of the staff members submitting acceptable
393 plans for such leave and therefore eligible for consideration by the
394 District.
395
- 396 6.16.2.2 The Sabbatical Leave Advisory Committee shall act as an advisory
397 board to the Superintendent-President of the District to help adjust
398 emergency sabbatical leave considerations identified by the
399 Superintendent-President and which are not provided for or
400 covered by established sabbatical leave policies.
401
- 402 6.16.2.3 **Professional Study.** Applicants who apply for professional leave
403 under this section shall agree to undertake a full load of upper
404 division undergraduate study, graduate work or independent
405 research per semester as defined by the institution being attended.
406 The applicant shall submit evidence that the proposed professional

407 study shall be designed to enlarge the applicant's understanding of
408 educational psychology, to improve facility in teaching techniques,
409 and/or to broaden experience in special fields directly related to the
410 current assignment.

411
412 Evidence of the successful completion of this work shall be certified
413 by the approved institution.

414
415 6.16.2.4 **Research.** Applicants for sabbatical leave under this provision
416 wishing to undertake such research without enrolling in an
417 accredited institution of higher education must provide
418 documentation acceptable to the Sabbatical Leave Advisory
419 Committee. Such documentation must include substantial
420 independent written evidence from such an institution that the
421 research will be done under supervision at said institution, or is
422 equivalent to research done in an approved course of study.

423
424 6.16.2.5 **Approved Travel.** Applicants for sabbatical leave under this
425 provision shall submit a detailed statement of the proposed
426 itinerary. Said itinerary must be so planned as to evidence specific
427 ways in which the trip will contribute to the improvement of the
428 applicant's services with respect to the particular educational field
429 in which the employee is engaged. A report shall be submitted on
430 completion of the trip attesting to the satisfactory fulfillment of this
431 requirement.

432
433 6.16.2.6 Professional Study, Research and Approved Travel proposals will
434 be given equal weight in determining priority. Approved proposals
435 shall be ranked in the following order:

436
437 a. Total years employed since last sabbatical or date of
438 employment, whichever is less.

439
440 b. Seniority in the District.

441
442 6.16.2.7 Finally, in cases where the above guidelines prove insufficient to
443 determine priority, the Sabbatical Leave Advisory Committee will
444 have the authority to make recommendations for the selection.

445
446 6.16.3 Applicants for sabbatical leave must file the sabbatical leave form, in the Office of
447 Human Resources prior to November 1, for consideration for the following college
448 year. All requests will be considered without regard to date of application provided
449 the deadline has been met, and provided the Division Dean or the appropriate
450 supervisor has been notified of the application.

451
452 6.16.4 Successful applicants shall enter into a contract for the leave within ten (10) work
453 days following approval of the leave by the Board of Trustees. Once a leave is
454 contracted, it may be rescinded only by mutual agreement of the unit member and
455 the District.

456

- 457 6.16.5 If a leave has been refused or rescinded by March 1st, the applicant next on the
458 waiting list will be offered the leave.
459
- 460 6.16.6 Any changes in travel or study plans occurring after the sabbatical leave has been
461 granted must be approved by the Superintendent-President of the College. If the
462 proposed changes are not approved, the unit member shall (a) return to the
463 contracted sabbatical plan; (b) return to services at the College if proposed
464 changes were requested prior to March 1st of the year preceding the planned
465 sabbatical; or (c) take unpaid leave.
466
- 467 6.16.7 Prior to entering upon a sabbatical leave the employee may choose one or two
468 methods of compensation. Under Option I the employee must file a suitable bond
469 indemnifying the District for any salary paid the employee during the period of
470 sabbatical leave in the event said employee fails to return and to render two (2) full
471 years of service in the District following the completion of the sabbatical leave.
472
- 473 6.16.8 Under Option II the employee may enter into a written agreement with the District
474 to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set
475 for in Option I. Such an agreement form is available in the Office of Human
476 Resources.
477
- 478 6.16.9 Compensation for all academic employees while on sabbatical leave shall be
479 determined by the following formula: (Base ten-month salary) x .75
480
- 481 6.16.10 Faculty members on sabbatical leave may teach during either or both of the
482 intersessions that occur during the period of their leave.
483
- 484 6.16.11 Faculty members on sabbatical leave shall not be given additional employment
485 by the District during the sabbatical period. Cases in which exceptions may be
486 made shall be in the interest of the instructional needs of the District as determined
487 by the Superintendent- President. Neither paid sick leave nor vacation time is
488 earned during this period. Health and welfare benefits will be continued on the
489 same terms as provided to full-time unit members.
490
- 491 6.16.12 A comprehensive report of sabbatical activity should be filed in the Office of
492 Human Resources within the semester following the individual's return to service.
493 For leaves granted under "Professional Study," a transcript showing successful
494 completion of all units attempted, with a passing grade, shall be sufficient for this
495 purpose.
496

497 **6.17 PARENTAL LEAVE**

- 498
- 499 6.17.1 Disabilities associated with pregnancy, childbirth or related medical conditions
500 shall be treated as any other temporary disability. In addition, unit members shall
501 be entitled to use other accrued leaves for such disabilities.
502
- 503 6.17.2 The District shall provide eligible unit members with paid Parental Leave pursuant
504 to Education Code section 87780.1.
505
- 506 6.17.2.1 Purpose: A unit member may use his or her accrued sick leave, or when
507 exhausted, any available differential paid leave, for leave taken for the

508 reason of the birth of a child of the unit member or the placement of a child
509 with an employee in connection with the adoption or foster care of the child
510 by the employee for up to twelve (12) workweeks.

511
512 6.17.2.2 Eligibility. Faculty members whose initial date of hire is at least twelve (12)
513 months prior to taking parental leave. Faculty members are not required to
514 have worked a minimum of 1,250 hours in the twelve (12) months prior to
515 the leave in order to be eligible for paid parental leave.

516
517 6.17.2.3 Compensation: Unit members are entitled to utilize all accumulated sick
518 leave for the purposes of parental leave. Thereafter, when a unit member
519 has exhausted all available sick leave and continues to be absent from duty
520 under this section, they shall receive the greater of the following: (1) fifty
521 percent 50% of their regular salary during the twelve (12) week period of
522 absence; or (2) the difference between what the employee would have
523 received during the period of absence, and the amount that was actually
524 received by a substitute employee during his or her absence or, if no
525 substitute is employed, the amount that would have been paid to a
526 substitute employee according to the District salary schedule for part-time
527 and temporary employees for the remaining portion of the twelve (12)
528 workweek period of parental leave.

529
530 No faculty shall be paid in excess of one-hundred percent (100%) of their
531 salary during the period of parental leave.

532
533 6.17.2.4 Use. Paid parental leave must be taken within twelve (12) months of the
534 date of birth or placement of the child with the faculty member. The twelve
535 (12) workweeks do not have to be taken consecutively. Where both parents
536 of the child for whom leave is taken are employed by the district, any
537 amount of parental leave taken by one parent shall not diminish the twelve
538 (12) workweeks of parental leave to which the parent may be entitled.

539
540 6.17.2.5 Maximum Duration: Parental leave shall run concurrently with any Family
541 Medical Leave taken for the same purpose. A unit member shall not be
542 entitled to more than twelve (12) workweeks of parental leave in any twelve
543 (12) month period, paid or unpaid.

544
545 6.17.3 Additional Parental Leave. Upon written request, a faculty member may request
546 additional leave. Parental leave may be granted as paid or unpaid.

547
548 **6.18 PERSONAL LEAVE WITHOUT PAY**

549
550 6.18.1 Only a regular, permanent employee may be granted a leave of absence for
551 reasons of health, home responsibilities, personal business, study or travel. Such leaves
552 shall be approved only when it is considered to be in the best interest of the District.

553
554 6.18.2 Any arrangement for leaving early in any semester is subject to the procedure for
555 personal leave without pay. Except in an emergency, the teaching faculty will not take
556 personal leave during the first three (3) weeks or the last three (3) weeks of a semester.

557

558 6.18.3 A leave of absence will not be granted for more than one (1) school year at a time.
559 Such leave may be granted for a second year in accordance with the provisions of Article
560 6.18.1.

561
562 6.18.4 Time under personal leave without pay is not credited for retirement service no
563 matter how short the length of leave.

564
565 6.18.5 Leaves may be granted for the following purposes:

566
567 6.18.5.1 Health. An application for leave of absence for reasons of personal
568 health in excess of time for which sick leave benefits are due must be supported
569 by the written recommendations of a licensed physician or health practitioner.

570 6.18.5.2 Home Responsibilities. A leave for this purpose may be granted to
571 care for an employee's preschool child or immediate family member whose health
572 requires temporary, full-time attention.

573 6.18.5.3 Personal Business. A leave of absence limited to a maximum of one
574 (1) school year may be granted to conclude essential legal actions, or may be
575 granted for broadening professional experiences, such as research, writing,
576 teaching, government services, professional organization services and foundation
577 grants. Any arrangement for leaving early in any semester is subject to the
578 procedure for special personal leave without pay.

579
580 6.18.6 Special Personal Leave without Pay

581 6.18.6.1 A faculty member otherwise eligible to apply for personal leave
582 without pay for personal business may apply for such a leave, to explore alternate
583 employment opportunities, under the following conditions:

584
585 6.18.6.2 The faculty member must be at Step 10 or higher on the salary
586 schedule.

587
588 6.18.6.3 The duration of any such leave shall be one (1) year. Such leave
589 may be extended for an additional year in accordance with the provisions of Article
590 6.18.6.6.

591 6.18.6.4 The granting of any such leave shall not imply any requirement to
592 provide a temporary replacement for the faculty member.

593
594 6.18.6.5 The faculty member on such a leave shall notify the District by
595 March 1st of the academic year in which the leave occurred to advise whether
596 he/she intends to return to the employ of the District the following academic year.
597 Failure to meet said deadline shall constitute abandonment of position.

598 6.18.6.6 The Board of Trustees shall have final discretion as to the granting
599 or denial of any such leave.

600
601 6.18.7 Study. An applicant for leave of absence for professional study shall be supported
602 by a written statement indicating what and where study is to be undertaken.

603
604 **6.18.8 Health Coverage While on Unpaid Leave**

605
606 6.18.8.1 An otherwise eligible unit member on approved unpaid sick leave may
607 continue health and insurance coverage at the unit member's cost.
608 Payment by the unit member for this coverage must be made in a timely

609 manner to the Human Resources Benefits Office. Failure to tender
610 payment will terminate coverage until the next open enrollment period or
611 return to employment.

612
613 6.18.8.2 An otherwise eligible unit member on any other approved unpaid leave of
614 absence may continue health and insurance coverage for a period not to
615 exceed twelve (12) continuous calendar months at the unit member's cost.
616 The payment conditions and restrictions contained in 6.18.8.1 apply to this
617 section.

618 619 **6.19 VACATIONS**

620
621 6.19.1 Unit members who are on twelve-month assignments are eligible for twenty-two
622 (22) work days of vacation per year without loss of salary, such vacation time to
623 be earned at the rate of one and five-sixths days per month of service. If a legal
624 holiday occurs during the period of such vacation, the legal holiday is not charged
625 against the vacation accrued.

626
627 6.19.2 Each eligible employee will take the earned vacation not later than the fiscal year
628 following the time such vacation is earned. It is expected that the employee will
629 use the vacation annually so that not more than ten (10) days will be carried over.

630
631 6.19.3 Employees who have accrued vacation due at time of reassignment, retirement or
632 resignation shall receive payment for such time not to exceed thirty-two (32) work
633 days for any one (1) fiscal year.

634
635 6.19.4 Employees accruing vacation time in excess of thirty-two (32) days as of June 30th
636 in any year will be paid at the appropriate daily rate for the excess. The
637 Superintendent- President may waive this rule under limited circumstances.

638
639 6.19.5 The Superintendent-President has the right to require the use of up to twenty-two
640 (22) days of vacation in any fiscal year.

641 642 **6.20 BANKED LEAVE**

643
644 6.20.1 When a full-time unit member works beyond his/her regular contract, he/she can
645 choose either to bank the extra FTE or to be paid at the current overload salary
646 rate. Depending on the number of hours banked, the time off could be one class
647 or an entire academic year. The ratio of banked time to leave time is 6:5. For
648 example eighteen (18) lecture hours must be banked to take leave from a regular
649 semester load of fifteen (15) lecture hours.

650
651 6.20.2 There are no restrictions on the use of leave time; it may be used for professional
652 or personal reasons. A faculty member on banked leave shall be paid and earn
653 fringe benefits as though he/she were working his/her regular contract assignment.
654 The time on leave shall count toward retirement and as service to the District for
655 purposes of advancement on the salary schedule. The time on leave shall not
656 represent a break in service.

657
658 6.20.3 Each semester, an instructor wishing to bank an overload class must submit a
659 request for approval no later than the end of the second week of classes to the

660 Division Dean and then to the Vice President for Instruction. If the instructor
661 decides not to bank leave, they will be paid at the overload rate.
662

663 6.20.4 A written request to use banked FTE must be approved by the Division Dean and
664 the Vice President for Instruction or appropriate Dean. The request must indicate
665 at least one (1) semester's advance notification of plans to use banked time. An
666 exception is that when banked time is to be used to fill out a sabbatical salary,
667 notice must be given at the time the sabbatical application is approved.
668

669 6.20.5 No more than the equivalent of two semesters of banked time can be accumulated
670 - for example, an instructor with an annual load of thirty (30) lecture hours cannot
671 bank more than thirty-six (36) lecture hours. If the limit of the annual load is
672 exceeded, the instructor will be paid for the excess FTE at the regular overload
673 salary rate.
674

675 6.20.6 Banked FTE may not be accumulated for more than six (6) years. After those
676 years, the instructor must submit a revised plan to the District indicating either that
677 he/she wishes to be paid for the time or when the time will be taken.
678

679 6.20.7 If the instructor decides not to take the leave, he/she will be paid for banked time
680 at the overload rate in effect at the time the FTE were worked.
681

682 6.20.8 In order for an instructor to take time off, the Division Dean and the Vice President
683 for Instruction or appropriate Dean must certify that:
684

- 685 a. The program will not be jeopardized by the absence of the instructor; and
- 686 b. Competent part-time staff are available to teach the classes vacated by the
687 regular instructor.
688

689 6.20.9 In the event the banked leave plan is not completed at the end of employment, the
690 money earned by the instructor will be paid to the instructor or his/her estate at the
691 overload rate in effect at the time the FTE were worked.
692
693

694 **6.21 FAMILY AND MEDICAL LEAVE** 695

696 As required by State and Federal law, the District will provide family and medical leave for
697 eligible employees. The following provisions set forth unit members' rights and obligations
698 with respect to such leave. Rights and obligations which are not specifically set forth below
699 are set forth in the Department of Labor regulations implementing the Federal Family and
700 Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair
701 Employment and Housing Commission implementing the California Family Rights Act
702 ("CFRA"), Government Code Section 12945.2.
703

704 6.21.1 **Members Eligible for Leave.** A member is eligible for leave if the member:
705

- 706 a. Has been employed for at least twelve (12) months; and
- 707 b. Has been employed for at least 1,250 hours during the 12-month period
708 immediately preceding the commencement of the leave.
709
710

711 6.21.2 Reasons for Leave. Leave is only permitted for the following reasons:
712

- 713 a. The birth of a child or to care for a newborn of a member;
714
- 715 b. The placement of a child with a member in connection with the adoption or
716 foster care of a child;
717
- 718 c. Leave to care for a child, parent or a spouse who has a serious health
719 condition;
720
- 721 d. Leave because of a serious health condition that makes the member
722 unable to perform the functions of his/her position;
723
- 724 e. Leave for a qualifying exigency arising out of the fact that the member's
725 spouse, son, daughter or parent is a covered military member on active
726 duty; or
727
- 728 f. Leave to care for a covered service member with a serious injury or illness
729 if the member is the spouse, son, daughter, parent, or next of kin of the
730 service member.
731

732 **6.21.3 Definitions** 733

734 6.21.3.1 A "serious health condition" includes an illness, injury impairment, or
735 physical or mental condition that involves:
736

- 737 a. Inpatient care in a hospital, hospice or residential medical care
738 facility;
739
- 740 b. Continuing treatment or continuing supervision by a health care
741 provider;
742
- 743 c. Any period of incapacity due to pregnancy or for prenatal care.
744

745 6.21.3.2 Leave due to a "qualifying exigency" includes; (1) short-notice
746 deployment; (2) military leave events and related activities; (3) childcare
747 and school activities; (4) financial and legal arrangements; (5) counseling;
748 (6) rest and recuperation; (7) post-deployment activities; and (8) other
749 events which arise out of the covered military member's active duty or call
750 to active duty status provided that the employer and employee agree that
751 such leave shall qualify as an exigency, and to both the timing and duration
752 of the leave.
753

754 **6.21.4 Amount of Leave** 755

756 6.21.4.1 Eligible members are entitled to a total of twelve (12) workweeks (or
757 twenty- six (26) weeks to care for a covered service member) of leave
758 during any 12- month period.
759

760 6.21.4.2 The 12-month period for calculating leave entitlement will be a "rolling
761 period" measured backwards from the date leave is taken and continues

762 with each additional leave taken. Thus, whenever a member requests
763 leave, the District will look back over the previous 12-month period to
764 determine how much leave has been used in determining how much leave
765 a member is entitled to.

766 **6.21.5 Member Benefits While on Leave**

769 6.21.5.1 Leave under this article is unpaid. In addition, while on leave,
770 members will continue to be covered by the District's medical insurance.
771 However, members will not continue to be covered under the District's non-
772 health benefit plans unless members make the appropriate contributions
773 for continued coverage.

774 6.21.5.2 If a member fails to return to work after his/her leave entitlement
775 has been exhausted or expires, the District shall have the right to recover
776 its share of health plan premiums for the entire leave period, unless the
777 member does not return because of the continuation, recurrence, or onset
778 of a serious health condition of the member or his/her family member which
779 would entitle the member to leave, or because of circumstances beyond
780 the member's control. The District shall have the right to recover premiums
781 through deduction from any sums due the District (e.g., unpaid wages,
782 vacation pay, etc.)

783 **6.21.6 Use of Other Accrued Leaves While on Leave**

786 6.21.6.1 A member must exhaust his/her accrued paid leaves (e.g., vacation, sick,
787 compensatory time) concurrently with FMLA/CFRA leave to the same
788 extent members have the right to use their accrued paid leaves
789 concurrently with FMLA/CFRA leave.

791 6.21.6.2 If a member takes a leave of absence for any reason which is
792 FMLA/CFRA-qualifying, the District will designate that non-FMLA/CFRA
793 leave as running concurrently with the member's 12 (or 26) week
794 FMLA/CFRA leave entitlement.

795 **6.21.7 Medical Certification**

797 6.21.7.1 Members who request leave for their own serious health condition or to
798 care for a child, parent or a spouse who has a serious health condition must
799 provide written certification from the health care provider of the individual
800 requiring care. If the leave is requested because of the member's own
801 serious health condition, the certification must include a statement that the
802 member is unable to perform the essential functions of his/her position.

804 6.21.7.2 A member who requests leave to care for a covered service member who
805 is a child, spouse, parent, or next of kin of the member must provide written
806 certification of a health care provider regarding the injured service
807 member's injury or illness.

809 6.21.7.3 The first time a member requests leave because of a qualifying exigency,
810 the member must provide a copy of the covered military member's active
811 duty orders or other documentation issued by the military which indicates
812

813 that the covered military member is on covered active duty or called to
814 active duty status in a foreign country, and the dates of the covered military
815 member's active duty service. A copy of new active duty orders or similar
816 documentation shall be provided to the employer if the need for leave
817 because of a qualifying exigency arises out of a different active duty or call
818 to active duty status of the same or different covered military member.
819

820 6.21.7.4 If a member provides an incomplete medical certification, the member will
821 be given a reasonable opportunity to cure any such deficiency. However, if
822 a member fails to provide a medical certification within the time frame set
823 forth in this Agreement, the District may delay the taking of leave until the
824 required certification is provided.
825

826 6.21.7.5 If the District has reason to doubt the validity of a certification, the District
827 may require a medical opinion of a second health care provider chosen by
828 the District. If the second opinion is different from the first, the District may
829 require the opinion of a third provider jointly approved by the District and
830 the member, but paid for by the District. The opinion of the third provider
831 will be binding.
832

833 6.21.7.6 If a member requests leave intermittently (a few days or hours at a time)
834 or on a reduced leave schedule to care for an immediate family member
835 with a serious health condition, the member must provide medical
836 certification that such leave is medically necessary. "Medically necessary"
837 means there must be a medical need for leave and that the leave can best
838 be accomplished through an intermittent or reduced leave schedule.
839

840 6.21.8 Member Notice of Leave. Although the District recognizes that emergencies arise
841 which may require members to request immediate leave, members are required to
842 give as much notice as possible of their need for leave. Except for qualifying
843 exigency leave, if leave is foreseeable, members are required to give at least thirty
844 (30) days' notice. In addition, if a member knows that he/she will need leave in the
845 future, but does not know the exact date(s) (e.g., for the birth of a child or to take
846 care of a newborn), the member shall inform his/her supervisor as soon as possible
847 that such leave will be needed. If the District determines that a member's notice is
848 inadequate or the member knew about the requested leave in advance of the
849 request, the District may delay the granting of the leave until it can, in its discretion,
850 adequately cover the position with a substitute. For foreseeable leave due to a
851 qualifying exigency, an employee must provide notice of the need for leave as soon
852 as practicable, regardless of how far in advance such leave is foreseeable.
853

854 6.21.9 Reinstatement Upon Return from Leave

855

856 6.21.9.1 Upon expiration of leave, a member is entitled to be restored to the
857 position of employment held when the leave commenced, or to an
858 equivalent or comparable position.
859

860 6.21.9.2 As a condition of restoration of a member whose leave was due to the
861 member's own serious health condition, which made the member unable
862 to perform his/her job, the member shall obtain and present a fitness-for-
863 duty certification from the health care provider that the member is able to

864 resume work. Failure to provide such certification will result in denial of
865 restoration.

866
867 6.21.10 Required Forms. Members must fill out the following applicable forms in
868 connection with leave under this article:

869
870 a. "Request for Family and Medical Leave Form" prepared by the
871 District to be eligible for leave;

872
873 b. Medical certification – either for the member's own serious health
874 condition or the serious health condition of a child, parent or
875 spouse;

876
877 c. Authorization for payroll deductions for benefit plan coverage
878 continuation; and

879
880 d. Fitness-for-duty certification to return from leave.

881
882 Signed and entered into this _____ day of _____, 2024.

883
884 FOR THE COLLEGE DISTRICT FOR THE ASSOCIATION
885
886 _____
887 _____
888 _____
889 _____
890 _____
891 _____
892 _____