

45 ~~fiscal year, extended sick leave is provided up to a maximum of one hundred (100) working~~
46 ~~days of paid leave, including full pay sick days.~~ Part-time employees will be afforded these
47 same rights on a pro rata basis for ~~one hundred eighty-eight (10088)~~ days. When an employee
48 has used all accrued full-pay sick leave and becomes eligible for extended sick leave, they may
49 use (but shall not be required to use) accrued vacation or comp time in lieu of the extended sick
50 leave pay in order to achieve fully paid days. Each day of redeemed sick leave shall account for
51 100% of an employee's scheduled hours, compensated at 50% of the employee's regular rate
52 of pay.

53

54 An employee who wishes to use the extended sick leave benefit, shall provide to ~~the~~
55 ~~Office of Human Resources~~ Risk Management administrator, verifiable medical documentation
56 directly related to the illness or injury which required absence from duty during the period of
57 extended sick leave.

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59 **C. Catastrophic Illness/Injury Leave Donation Plan** [TA on 01.23.2026]

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61 Employees may participate in the catastrophic leave program, which permits employees
62 to donate accrued vacation or sick leave to the catastrophic leave bank, as described in
63 Appendix [].

64

65 An eligible employee who is, or whose family member is, suffering from a catastrophic
66 illness or injury may request a donation of vacation and/or sick leave from the leave bank by
67 submitting a request and providing verification of the catastrophic injury or illness to the Office of
68 Human Resources for consideration by the Catastrophic Illness or Injury Committee.

69

70 One representative from Local 721 shall sit on the Catastrophic Illness/Injury Committee.

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72 **D. Bereavement Leave** [Tentative Agreement – 02.06.2026]

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74 Bereavement Leave

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75 1. Eligibility and Purpose

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76 Bereavement leave is an approved leave of absence granted to an employee on
77 account of the death of a member of the employee's immediate family, as defined below.

78

78 2. Immediate Family

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79 For purposes of this section, "immediate family" includes:

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80 a. The employee's mother, father, grandmother, grandfather, or grandchild;

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81 b. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or
82 sister;

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83 c. The equivalent relatives of the employee's spouse or registered domestic
84 partner; and

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84 d. Any relative living in the immediate household of the employee.

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85

86 3. Length of Leave

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87 For Immediate Family, an employee shall be entitled to bereavement leave not to
88 exceed five (5) days.

87

88

89 Up to one (1) day's paid leave may be granted for an employee to attend the funeral of a
90 friend.

91 4. Compensation and Leave Charging

92 Bereavement leave shall be granted without deduction from the employee's salary and
93 shall not be charged to any other leave balances, including illness or vacation leave.

94 5. Administration

95 Bereavement leave shall be administered in a manner consistent with Education Code
96 section 87788 and applicable District procedures.

97
98 ~~1. Bereavement leave is an approved absence due to the loss by death of a family~~
99 ~~member or person(s) who lived in the same domicile as the unit member at the time of death.~~
100 ~~For the purposes of bereavement leave, "family member" is defined as any member of the~~
101 ~~employee's immediate or extended family, including the equivalent relatives of the employee's~~
102 ~~registered domestic partner, or a close friend or spouse to be.~~

103
104 ~~2. Length of Leave. Up to five (5) days of paid bereavement leave shall be granted~~
105 ~~to the employee for each qualifying person. Such leaves do not need to be consecutive and~~
106 ~~may run adjacent to other leaves, including illness leave. Up to one (1) day to attend the funeral~~
107 ~~of a person not listed above.~~

108
109 ~~3. Compensation for Bereavement Leave. Regular salary shall be paid for a maximum of~~
110 ~~five days absence for each instance of absence due to bereavement for each qualifying family~~
111 ~~member or cohabitant lost and shall not be charged to a Unit member's illness leave or vacation~~
112 ~~balances.~~

113
114 **E. Jury Duty or Subpoena Leave. [Tentative Agreement – 02.06.2026]**

115
116 The District shall provide paid time off for jury duty or subpoena leave for an unlimited
117 number of days. The District may grant a leave of absence, without pay, to ~~a classified~~
118 ~~employee-unit member~~ to appear as a witness in court, other than as a litigant, or to respond to
119 an official order from another governmental jurisdiction for reasons not brought about through
120 the connivance or misconduct of the employee.

121
122 **F. Military Leave [TA on 01.23.2026]**

123
124 Military leave shall be granted to employees who volunteer or are enlisted for duty with
125 the armed forces of the United States. Such leave shall be granted in accordance with provision
126 of the law.

127
128 Compensation shall be in accordance with the California Military and Veterans Code. A
129 copy of the employee's military orders must be presented to Human Resources when
130 requesting leave.

131

132 Employees who have been employed with the District for at least one (1) year
133 immediately prior to the date on which the military leave of absence begins will receive regular
134 compensation the first thirty (30) calendar days of said leave if this time falls within the
135 employee's usual work period. This includes orders to report for military or veteran's physical
136 examinations and service in the Reserve Corps.
137

138 **G. Personal Necessity Leave** [TA on 01.23.2026]
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140 1. Personal necessity leave may be charged by the employee against unused,
141 accrued sick leave. Advance permission shall not be required for any of the following purposes:
142

- 143 (1) Death or serious illness of a member of their immediate family.
- 144 (2) Accident, involving their person or property, or the person or property of a
145 member or of their immediate family.
- 146 (3) Accident involving relatives other than members of the immediate family.
- 147 (4) Illness involving relatives other than members of the immediate family.
- 148 (5) Unexpected personal or family situation which requires immediate
149 attention.

150
151 Advance permission would be required for the following purposes:
152

- 153 (6) Attending to legal or business matters of a compelling personal
154 importance which cannot be attended outside of the workday.
- 155 (7) Appearance in court as a litigant.
- 156 (8) The birth or adoption of his/her child.
157

158 Personal necessity leave may not be taken for vacation, to extend holidays, nor to engage in
159 concerted activities.
160

161 2. Personal necessity is subject to the following conditions:
162

- 163 (1) The total number of days allowed in the fiscal year for such leave shall
164 not exceed seven (7) days.
- 165 (2) The days allowed shall be deducted from any sick days but may not
166 exceed the number of accrued sick days.
- 167 (3) Personal necessity leave may not be taken during a scheduled vacation
168 or a leave of absence.
- 169 (4) Personal necessity leave may not be taken for purposes that involve
170 payment for the employee's services.
- 171 (5) Personal necessity leave may not be taken to extend vacation time.
- 172 (6) Personal necessity leave may not be used for any activity that is contrary
173 to law.

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175 **H. Unpaid Leave of Absence** [Tentative Agreement – 02.06.2026]

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The District ~~shall~~ may grant, with Board approval, unpaid leave of absence for the following reasons:

- (1) Recuperation from illness or injury
- (2) Personal business of a nonprofit nature.
- (3) Extended travel.
- (4) Care of dependent or close relative.
- (5) Military service.
- (6) Maternity leave.

Unpaid leave will not be granted for the employee to take paid employment of a nature that could be construed to be permanent or is likely to become permanent. Unpaid leave will not be granted for more than six months.

I. Unpaid Pregnancy Disability Leave (PDL) [TA on 01.23.2026]

The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Family Rights Act –CFRA) and federal (Family and Medical Leave Act – FMLA) laws. The employee may use any accrued and available paid sick leave to supplement the unpaid pregnancy disability leave.

An employee who is disabled and physically unable to work because of pregnancy, childbirth, or a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid Pregnancy Disability Leave. The leave can be taken before or after the birth, during any period the employee’s medical provider designates as time off needed due to a pregnancy-related disability. All leave taken in connection with a specific pregnancy counts toward computation of the four-month period.

The employee may be granted Pregnancy Disability Leave in addition to any leave she may be entitled under FMLA and CFRA. Pregnancy Disability Leave shall run concurrently with any leave the employee may be entitled to under FMLA. The employee may apply for Pregnancy Disability Leave by contacting the Office of Human Resources.

J. Parental/Child Rearing Leave [TA on 01.23.2026]

1. For the purposes of this Article, “parental leave” is defined as leave for reason of the birth, adoption, or fostering of a child. All employees who have been employed for 12 months with the Employer are entitled to utilize parental leave.

2. Unit members shall be entitled to twelve (12) workweeks of parental leave in any twelve (12) month period. The unit member is entitled to take parental leave in intermittent

219 periods within the 12-month period; however, the aggregate amount of parental leave taken
220 shall not exceed 12 workweeks in the 12-month period.

221
222 3. The unit member is entitled to use their regular accrued paid sick leave in taking
223 parental leave, if the employee chooses to do so. The unit member must first use their regular
224 accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is
225 entitled to use parental leave, for a total of 12 workweek in any 12-month period. The unit
226 member shall be compensated at no less than 50 percent of the employee's regular salary for
227 the remaining portion of the 12-workweek period of parental leave.

228
229 4. The unit member is also entitled to use their accrued vacation or comp time in
230 lieu of the supplemental parental sick leave pay in order to achieve fully paid days after sick
231 leave is exhausted, if the employee chooses to do so.

232
233 5. Paid parental leave under this Article runs concurrently with unpaid parental
234 leave
235 under the California Family Rights Act (CFRA) and the federal Family and Medical
236 Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

237
238 6. Paid parental leave under this section is in addition to leave taken for disability
239 due to pregnancy, childbirth or related medical condition.

240
241 **K. Family and Medical Leave Act [TA on 01.23.2026]**

242
243 The District is not required to provide employees time off for religious holidays, except
244 those that are Board authorized. Employees who observe recognized religious holidays shall be
245 granted time off as an accommodation in accordance with California state law.

246
247 Qualified classified employees shall be granted unpaid, job-protected leave for specified
248 family and medical reasons with continuation of group health insurance coverage under the
249 same terms and conditions as if the employee had not taken leave.

250
251 Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-
252 month period for:

- 253
254 (1) the birth of a child and to care for the newborn child within one year of birth;
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256 (2) the placement with the employee of a child for adoption or foster care and to care
257 for the newly placed child within one year of placement;
258
259 (3) to care for the employee's spouse, designated person, child, or parent who has a
260 serious health condition;
261

- 262 (4) a serious health condition that makes the employee unable to perform the
263 essential
264 functions of their job; a "serious health condition" is defined as an injury, illness or
265 hospital stay resulting in an absence of in excess of three (3) consecutive
266 workdays (or four (4) or more workdays).
267
- 268 (5) any qualifying exigency arising out of the fact that the employee's spouse, son,
269 daughter, or parent is a covered military member on "covered active duty;" OR
270 (7) to care for a covered service member with a serious injury or illness if the
271 eligible employee is the service member's spouse, son, daughter, parent, or next
272 of kin (military caregiver leave).
273

274 **L. California Family Rights Act** [TA on 01.23.2026]
275

276 The District shall comply with the California Family Rights Act. Qualified classified
277 employees shall be granted unpaid, job-protected leave for specified family and medical
278 reasons with continuation of group health insurance coverage under the same terms and
279 conditions as if the employee had not taken leave.
280

281 Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-
282 month period to:
283

- 284 (1) to care for or bond with a newborn, adopted or foster child within one year of birth
285 or placement of the child in the employee's home;
286
- 287 (2) to care for the employee's spouse, child, parent, designated person or domestic
288 partner who has a serious health condition; or
289
- 290 (3) for an employee's own serious health condition.
291

292 A leave of absence for purposes that satisfy both FMLA and CFRA shall run concurrently. Unit
293 members shall be limited to twelve (12) workweeks of unpaid leave in a 12-month period when
294 these leaves run concurrently.
295

296 **M. Family Engagement & Kincare Leave** [TA on 01.23.2026]
297

298 The District shall comply with the California laws governing this subject matter.
299 Employees, that are the parent, guardian, or grandparent with custody of one or more children
300 in kindergarten or grades 1 to 12, shall be provided up to forty (40) hours unpaid leave each
301 fiscal year, not to exceed eight (8) hours in any calendar month, to participate in activities of the
302 school or licensed child daycare facility of his/her children. To receive pay for days off under this
303 provision the employee may utilize accrued vacation leave, personal necessity leave, or
304 compensatory time.
305

306 The employee shall provide reasonable notice to his/her supervisor, prior to taking the
307 time off for planned absence for activities under this provision. Regardless of the number of
308 children in the employee has, he/she can only take off up to 40 hours per fiscal year.

309
310 The employee, if requested by his/her supervisor, shall provide documentation from the
311 school or licensed child daycare facility as proof that they participated in school or licensed child
312 daycare facility activities on a specific date and at a particular time.

313
314 Employees shall be permitted to use in any calendar year an amount not less than the
315 sick leave that would be accrued during six months at the employee's then current rate of
316 entitlement for the following purposes:

- 317
318 (1) Diagnosis, care, or treatment of an existing health condition or, preventative care
319 for, an employee or an employee's family member; or
320 (2) For an employee who is a victim of domestic violence, sexual assault or stalking.
321 Employees utilizing leave for these purposes shall not be required to use all
322 available leave in any single occurrence.

323
324 **N. Leave for Reproductive Loss** [TA on 01.23.2026]

325
326 1. "Reproductive loss leave" is defined as leave for a reproductive loss event. A
327 reproductive loss means "the day or, for a multiple-day event, the final day of a failed adoption,
328 failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (i.e., an
329 unsuccessful round of intrauterine insemination or of an assisted reproductive technology
330 procedure)."

331
332 2. Employees employed for at least thirty (30) days shall be entitled to up to five (5)
333 days of paid reproductive loss leave (which may be taken nonconsecutively) per reproductive
334 loss event, up to a total amount of twenty (20) days of reproductive loss leave within a twelve
335 (12) month period.

336
337 3. Reproductive loss leave must be taken within three (3) months of the
338 reproductive loss event. However, if prior to or immediately following a reproductive loss event,
339 an employee is on or chooses to go on Pregnancy Disability Leave under the California Family
340 Rights Act, or any other leave entitlement under state or federal law, the employee must
341 complete their reproductive loss leave within three (3) months of the end date of the other leave.

342
343 4. The employee shall be entitled to use their regular accrued paid sick leave for
344 reproductive loss leave, if the employee chooses to do so.

345
346 **O. Industrial Accident or Illness Leave** [Tentative Agreement – 02.06.2026]

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348 This leave shall be administered in accordance with applicable provisions of the
349 California Education Code and Workers' Compensation laws.

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An employee suffering an injury or illness arising out of and in the course of his/her employment shall be entitled to a leave not exceeding sixty (60) work days in any one fiscal year for the same accident or illness. The leave shall not be accumulated from year to year, and when the leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payments for wages lost on any day shall not, when added to an award granted to the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

Signed and entered into this _____ day of _____, 2026.

FOR THE COLLEGE DISTRICT



Robert S. Blizinski
Assistant Superintendent/V.P. Human Resources



Brian Cummins
Director, Human Resources

FOR THE UNION



Josh Adams, Co-Chief Negotiator



Carlos "Tito" Altamirano,
Co-Chief Negotiator