



SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

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SAN LUIS OBISPO COMMUNITY COLLEGE DISTRICT

TENTATIVE AGREEMENT

May 16, 2023

Pending CCFT Ratification and Board of Trustees Approval

The San Luis Obispo County Community College District and the Cuesta College Federation of Teachers have completed negotiations of Article 6, Leaves of Absence, for the 2023-2024 and 2024-2025 academic years. This article will be amended as follows:

General Provisions

- 6.1 A faculty member who is on a paid leave of absence, unless otherwise provided in this Article, shall be entitled to regular salary and fringe benefits contributions as set forth in ARTICLE 4, COMPENSATION, the same as if the faculty member were not on leave.
- 6.2 A regular faculty member who has less than a full-time assignment or a temporary faculty member shall be entitled to leaves of absence in the ratio of the faculty member's regular assignment for the semester to a full-time faculty member's assignment.
- 6.3 A faculty member who is absent from work other than for those periods and purposes set forth in this Article is absent without approval in violation of this Agreement.
 - 6.3.1 The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service.
 - 6.3.2 A faculty member who is absent from work without leave, or who fails to return to work as scheduled, may be subject to disciplinary action up to and including dismissal.
- 6.4 A faculty member may transfer accumulated sick leave from another elementary, high school, or unified school district, community college district, an office of a county superintendent of schools, an office of the State Chancellor, pursuant to the provisions of Education Code sections 44979, 87782, or 87783. All transferred sick leave must have been earned in the State of California.



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Sick Leave

- 6.5 Full-time regular instructional faculty shall be credited with 10 days of sick leave for each complete academic year of service. Full-time regular service faculty shall be credited with one day of sick leave for each month of service specified for the individual faculty member.
- 6.5.1 Full-time faculty shall earn the pro rata amount of sick leave credit based on a full-time equivalent assignment of hours taught for an overload or a summer school assignment.
- 6.5.2 Temporary faculty shall be credited with the pro rata amount of sick leave credit based on a full-time equivalent assignment of hours taught or worked (including summer school). Temporary faculty receive the equivalent of a semester of sick leave credit at the beginning of the semester based upon the number of hours per week taught or worked.
- 6.5.3 Sick leave that has been earned but not utilized is cumulative from year-to-year.
- 6.5.4 If a faculty member does not fulfill the instruction or service obligation required for the semester or the academic year, sick leave that has been used but not earned, shall be deducted from the faculty member's final paycheck.
- 6.5.5 Sick leave shall be charged against a full-time faculty member's leave credit at the rate of eight (8) hours of sick leave for each day the faculty member is absent from or otherwise misses contractual obligations as stated in Article 5.1 through 5.6, subject to the following adjustments:
- 6.5.5.1 In the event that the full-time faculty member is absent from or otherwise misses a contractual obligation (i.e., instruction, scheduled service hours, office hours, a contractually assigned committee meeting, a Flex obligation) for only a portion of a day, then the calculation of sick leave charged for such absence shall be the same as those hours for which the faculty member is absent or otherwise misses a contractual obligation.
- 6.5.5.2 If the full-time faculty member performs class preparation, grading, related academic support duties for classes, committee work, or participatory governance activities off-



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campus on a sick leave day, and indicates those specific activities and time spent on the associated sick leave form, then the full-time faculty member shall be eligible to receive up to four (4) hours reduction (against the eight (8) hour sick leave deduction) for such off-campus sick day work activities. For example, if the full-time faculty member misses an entire day, but indicates on the sick leave form that two (2) hours of grading and three (3) hours of preparation were performed at home during a sick day, then the full-time faculty member is eligible to have the 8 hours of sick leave reduced by 4 hours (maximum cap) of eligible off-campus work, which would result in 4 hours of sick leave deducted on leave form.

- 6.5.5.3 Faculty who report three (3) consecutive days of sick leave will be required to submit a doctor's note upon return and may be asked to complete Family Medical Leave paperwork
- 6.5.7 Sick leave for part-time faculty shall be pro-rated using the same criteria for sick leave above.
- 6.5.8 Sick leave for overload assignment days shall be pro-rated on an upward basis (greater sick leave hours deducted than eight (8) hours per day) using the criteria for sick leave described in 6.5.5 (including 6.5.5.1 and 6.5.5.2), above. For clarity, this is due to the fact that faculty earn increased sick leave for overload assignment days and therefore must have a pro-rata increased amount of sick leave time deducted when absent on an overload assignment day.
- 6.5.9 The District may require a statement from the faculty member's physician verifying that the absence is due to illness or injury. Unless the faculty member has been absent for more than three consecutive days, the cost of the statement will be at the District's expense.
- 6.5.10 Upon retirement, earned and unused sick leave may be utilized for extended service credit pursuant to the applicable provisions of the State Teacher's Retirement System or the Public Employees Retirement System.
- 6.5.11 Pursuant to the provisions of Labor Code sections 233 and 246.5, an employee may use up to five (5) days (otherwise defined as half of the employees annually accrued sick leave) of available sick leave per calendar year to attend to the illness of a child, parent, grandparent, grandchild, sibling, spouse, registered domestic partner, or designated person. For the



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purposes of this section, a designated person is defined as a person identified by the employee at the time the employee requests paid sick leave.

Five (5) Month Differential Leave

- 6.7 A faculty member who is absent because of non-industrial illness or injury for a period of five school months or less shall be paid at the faculty member's regular rate of pay when accumulated sick leave has been exhausted and a substitute has not been employed. When a substitute has been employed, the rate of pay for the substitute shall be deducted from the faculty member's regular daily wage for each hour of substitution.
- 6.7.1 A maximum of five months shall be provided for this purpose and will run concurrently with leave accruals and any protected leave the employee is entitled to.
- 6.7.2 The five-month period is not cumulative from year to year and only one entitlement may be utilized within the academic year. In the event that the faculty member's illness continues into the following academic year, the faculty member may utilize only the number of days which, when added to the days utilized in the prior academic year, totals five months.

Personal Necessity Leave

- 6.8 A faculty member may utilize up to seven days of sick leave per year in case of personal necessity, for the following reasons:
- 6.8.1 Death of a member of the faculty member's immediate family when additional leave is required beyond that provided in the bereavement leave section of this Article.
- 6.8.2 Accident involving the faculty member's person or property, or the person or property of a member of the faculty member's immediate family.
- 6.8.3 Appearance in court or before an administrative tribunal as a litigant, party, or witness, other than cases against the District, under subpoena or any order made with jurisdiction, except that personal necessity leave shall not be provided for faculty organization related activities.



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- 6.8.4 Other circumstances of a serious nature that the faculty member cannot be expected to disregard and that cannot be accommodated at a time other than during the faculty member's regular assigned hours of work subject to the approval of the Superintendent/President or designee.
- 6.8.5 Personal business (unrestricted) not to exceed three days per academic year.
- 6.8.6 Subject to approval, up to three days for illness of a member of the immediate family. The days utilized pursuant to this paragraph shall not be counted against the seven-day limitation of paragraph 6.8.
- 6.9 The faculty member shall submit a notice of intent to take Personal Necessity Leave to the appropriate Dean or Director on the approved form no less than five days prior to the beginning date of the leave and shall notify, in writing, all concerned, including classes, at least one day or class session prior to that date except where an emergency or other extenuating circumstances make notice impractical. Days of absence provided by section 6.8-, shall not be cumulative from year-to-year.

Industrial Accident or Industrial Illness Leave

- 6.10 A faculty member may receive an industrial accident or illness leave under the following conditions:
 - 6.10.1 Industrial accident or illness leave shall be for a maximum of 60 workdays in any one fiscal year for the same accident or illness. In the event that the 60 days overlap into the next fiscal year, the faculty member shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred for that accident or illness.
 - 6.10.2 The leave is to be used in lieu of entitlement of regular sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a faculty member is receiving workers' compensation, the faculty member shall be entitled to use only so much of the accumulated or available sick leave, or other available leave, which when added to the workers' compensation award, provide for a full day's wage or salary.
 - 6.10.3 During the period of absence, the faculty member shall endorse to the District wage loss benefit checks received under state workers' compensation laws. The District, in turn, shall issue the faculty member



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appropriate warrants for full payment of salary and shall make normal payroll deductions.

6.10.4 The leave will commence on the first day of absence.

6.10.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

6.10.6 If a faculty member leaves the State of California without prior approval from the District, the faculty member's status on industrial accident or illness leave shall be suspended and the faculty member shall be placed on unauthorized absence for the period of time that the faculty member is out of State.

6.10.7 If the faculty member is not medically able to resume the normal duties of the position at the expiration of all leaves available (up to a maximum of five months), the faculty member could be dismissed for cause.

6.10.8 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the faculty member under these provisions.

Bereavement Leave

6.11 Bereavement leave with pay, not to exceed five (5) days will be allowed for a death in the immediate family. A "member of the immediate family," for the purposes of this section, shall mean the grandparent, grandchild spouse/domestic partner, child (natural, step, or foster), sibling, parent, aunt/uncle, or any relative living in the immediate household of the employee. Also included in this definition the immediate family members of the employees' spouse or domestic partner.

6.12 Bereavement leave must be completed within six (6) months of the family member's death and does not need to be taken consecutively.

Jury Duty and Court Appearances

6.12 Leaves of absence for jury duty or for court appearances as a witness, pursuant to subpoena, will be granted with pay up to the difference between the faculty member's regular pay and any amount the faculty member receives as jury duty pay or the faculty member's regular pay and any amount the faculty member receives as jury duty pay or witness fee exclusive of any travel allowance which might be paid.



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Military Leave

6.13 Military Leave of absence shall be granted as provided for in the current Military and Veterans' Code of the State of California. Such leave must be verified by a copy of the military orders requiring the military service.

Leaves of Absence Without Pay

6.14 Leaves of absence without pay may be granted by the District, based on the following conditions:

6.14.1 For improvement of impaired health, including leave in addition to Family Care and Medical Leave. The request must include a statement verifying the need from a licensed physician.

6.14.2 For advanced study (including research) and/or planned educational travel which shall be of benefit to the District. The faculty member must have obtained permanent status and must submit a detailed report to the Superintendent/President of how the leave will be of benefit to the faculty member and the District.

6.14.3 For special reasons acceptable to the Board of Trustees. Applications for leave shall be presented in writing to the Superintendent/President.

6.14.4 A leave of absence without pay shall not constitute a break in continuity of employment for purposes of this Article. The time on a leave without pay shall not be credited toward step advancement on the salary schedule. A faculty member shall not earn sick leave while on leave without pay.

6.14.5 Faculty members who are on total unpaid leave will be allowed to continue participation in the fringe benefit programs, pursuant to the terms of the insurance plan or program selection, at the faculty member's request and appropriate carrier approval, and will provide advance payment of the premium or premiums in a manner required by the District.

Family Care and Medical Leave/California Family Rights Act

6.15 In accordance with the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), under certain conditions faculty members may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances, or a qualifying health reason. Qualifying



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circumstances would include but not be limited to: a qualifying health reason of the faculty member, birth of a child, care of a child, spouse, or parent with a serious health condition, or adoption.

6.15.1 Faculty members should consult with the Human Resources Office regarding eligibility, and procedures related to family leave.

6.15.2 Family care and medical leave does not constitute a break in service and the faculty member remains in regular employee status with the District.

6.15.3 A rolling twelve-month calendar commencing on the first date that family leave is taken and counting backward from that date, is used to calculate eligible leave under the FMLA/CFRA.

6.15.4 For the purposes of section 6.15, 62.5% of a full-time load equates to the 1,250-hour service requirement.

6.15.5 Paid leave shall run concurrently with entitlement to unpaid state and/or federal family leave. State and federal family leave entitlements shall run concurrently except where prohibited by law.

6.15.6 Medical Leave Verification


6.15.6.1 The district may require a medical certification signed by the faculty member's physician which confirms the faculty member's inability to perform the functions of their position as a result of the condition, and identifies the expected duration of leave. If the leave is for a family member of the faculty member, the district may require a medical certification signed by the family member's physician.



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ACCEPTED AND AGREED TO:


Heather Tucker (May 19, 2023 16:05 PDT)

May 19, 2023

Heather Tucker
Chief Negotiator
CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909

Date

Melissa Richerson

May 18, 2023

Melissa Richerson
Vice President Human Resources & Labor Relations
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

Date