

District Response - Article 17- Leaves

June 20, 2023

17.G. **Parental & Pregnancy Disability Leave**

1. Pregnancy Disability Leave

Add

2. **Paid Parental Leave**

- 2.1. Faculty may take up to 12 workweeks of parental leave within a 12-month period for the birth of a child, or the placement of a child with the faculty member in connection with the adoption or foster care of the child.
 - a. Faculty may use sick leave for up to 12 weeks' worth of paid parental leave.
 - b. Once the faculty's sick leave has been exhausted, the remaining leave will be paid at a rate of 50% of the faculty member's regular salary.
 - i. For part-time faculty, regular salary for the purpose of this provision shall be based on ~~the~~ their modal load as defined in Article 13-1, or if no modal load has been established, their assigned load for the semester in which the leave began was requested.
- 2.2. Parental leave may be taken in the form of a reduced leave schedule or an intermittent leave, as described in 17.H.4.3. As in section 2.1, sick leave may be used for this leave. The remainder of the leave will be paid at 50% of the faculty member's regular salary.
 - a. For part-time faculty, conversion of weeks of leave to reduced load and determination of their regular salary will be based on ~~the~~ their modal load as defined in Article 13-1, or if no modal load has been established, their assigned load for the semester in which the leave began was requested.
- 2.3. For full-time faculty, paid parental leave under this section runs concurrently with Family Medical Leave taken for the same event under section 17.H.
- 2.4. In addition to the leave described above, a faculty member who is assigned to teach a summer class and becomes a parent between the time the assignment was ~~made~~ requested and the end of the summer session may take unpaid ~~parental~~ leave during the summer session, without loss of sick leave or other benefits. Faculty members using this option may additionally use leave provisions in accordance with Article 17.H. This unpaid-leave does

not count towards leave the faculty member would already have been entitled to under 17.G.2.1, 17.G.2.2, and other applicable provisions of Article 17 2.1 and 2.2 above.

17.G. Family Medical Leave

Strike 17.H.4.3.3 and re-number the subsequent paragraphs.

~~17.H.4.3.3 Intermittent or reduced leave schedule may be taken for the birth, adoption or foster care of a child or care of a newborn, only by mutual agreement between the District and the employee. The District shall predicate its agreement to intermittent or reduced leaves on considerations dictated by student needs, the needs of the instructional program, and the needs of employees requesting such leave. The District's agreement is not required, however, if the mother or child has a serious health condition.~~

Add 17.G.2.1 and 17.G.2.2 to the list of exclusions that don't apply during summer (article 27.A)

17.J Bereavement Leave

1. Unit members shall be granted, without loss of salary, sick leave or other benefits, leave of absence not to exceed ~~three (3) days, or~~ five (5) days ~~if out-of-state travel is required,~~ per occurrence on account of death of any member of the employee's immediate family ~~in accordance with the following table.~~ Leave must be completed within 90 calendar days one calendar year of the family member's death.

- 1.1. ~~The number of continuous days of bereavement leave allowable shall be in accordance with the following:~~

No. of Days/Weeks of Assignment	Total No. of Days Paid Bereavement Leave to be Taken Continuously	
	In-State	Out-of-State
5	3	5
4	3	4
3	3	3
2	2	2

±	±	±
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2. “Member of the immediate family,” as used in this section, means the ~~parent mother, father, child daughter, son, sibling sister, brother, grandparent grandmother, grandfather~~, or grandchild of the employee or of the employee's spouse or domestic partner, and the spouse, domestic partner, ~~spouse or domestic partner of a child son-in-law, daughter-in-law~~, or any person living in the immediate household of the employee.

Article 17.C Sick Leave

17.C.1.3.

Sick leave shall be earned only for assignments performed during days of service in the academic calendar year up to a maximum ten (10) days or the equivalent in hours, except in overload/extra-pay assignments. For purposes of this Article, an overload/extra-pay assignment is an additional assignment during the days of the academic calendar granted to a full-time unit member in addition to his/her contractual workload. Overload/extrapay assignments shall not accrue sick leave. ~~, except overload/extra-pay assignments for full-time unit members in the Automotive Program and in the Aircraft Maintenance Program. These specified exceptions preceding shall accrue sick leave, which shall be maintained in a separate sick leave bank. Such sick leave shall be accumulated in the manner of part-time sick leave (17.C.1.2) but it may not be used for any purpose other than overload/extra-pay assignments. This overload/extra-pay sick leave shall be subject to 17.C.2.1.~~ Nothing contained herein shall be interpreted as granting to any full-time unit member the right to an overload/extra-pay assignment.

17.C.1.4

Usage –

Accumulated sick leave may be used at any time during the school year for any assignment ~~including asynchronous assignments, except for overload as stated in 17.C.1.3 preceding.~~

In the Credit Program only, a full-time unit member who is absent and takes sick leave for an amount of time less than or equal to one-half (½) of a particular day's assignment shall be charged with only one-half (½) day of sick leave.

In the Noncredit Program and for all counselors, a unit member who is absent and takes sick leave shall be charged in hours rather than days.

Article 17.L Sabbatical Leave

17.L.2:

2. Basic Eligibility – At the time ~~at which the proposed sabbatical is to occur of application~~, a full-time tenured unit member must have completed at least twelve (12) credited semesters of service requiring certification qualifications or the equivalent since their hire date as a full-time faculty member, if this is their first sabbatical, or since the end of their last sabbatical leave, if this is a subsequent sabbatical. Only service in the San Francisco Community College District may be used as credit towards sabbatical leave eligibility. all of which shall have been in the San Francisco Community College District.

General – Unpaid leaves are not counted as service for sabbatical leave basic eligibility; however, credited semesters are not required to be consecutive semesters.

- 2.1. A semester of service shall be credited to full-time employees upon completion of service of at least seventy-five percent (75%) of the regular full load within their discipline for an entire semester.
- 2.2. Temporary part-time service is not credited for eligibility.
- 2.3. Long-term substitute service is not credited for eligibility except that service as a full-time long-term substitute for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.
- 2.4. Grant or categorical service is not to be credited for eligibility except that service as a full-time grant/categorical employee for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.
- 2.5. Long-term substitute or full categorical service will also be credited for eligibility where such service in a Fall semester immediately precedes a full-time contract (probationary) appointment in Spring semester. Such academic year shall be credited as one (1) year.
- 2.6. Notwithstanding any such crediting of semesters to long-term substitute or to grant/categorical service, no probationary employee shall be eligible for, or be granted, a sabbatical leave prior to completion of his/her probationary status.
- 2.7. Service intervening between two semesters of a split one-year sabbatical shall be counted toward future sabbatical leave eligibility.
- 2.8. If a faculty member is approved for a sabbatical leave and, at the time at

~~which the sabbatical occurs is scheduled to occur, has not in fact completed 12 credited semesters of service as described in 17.L.2 above, the District shall have the right to delay the sabbatical such sabbatical leave shall be delayed until the 12 credited semesters have been completed. Any such delay shall not obligate the District to award a sabbatical leave to another unit member, except as provided in 17.L.3 and its subsections.~~

17.L.8.1:

An employee must serve two years of consecutive service at ~~his/her~~ **their** full load after a one-year sabbatical leave, and one year of consecutive service at ~~his/her~~ **their** full load after a one-semester sabbatical leave. The parties agree to confer should the post-sabbatical service obligations under California Education Code section 87770 be revised.

17.O Pre-Retirement Workload Reduction For Full-Time Unit Members

17.O.4:

Workload – The minimum workload for reduced-load employment shall be the equivalent of one-half (½) of the annual full-time workload as defined elsewhere in the Agreement.

Employees who ~~work-teach~~ under this plan shall be given the same consideration as full-time unit members in regard to ~~class~~ assignments, scheduling, and class sizes, in accordance with Article 13. Employees may be able to balance their load between semesters, for instance achieving a 50% annual load by working 100% in one semester and 0% in the next, subject to the needs of their department and approval of the District. ~~who work one-half (½) of a full-time load may be able to fulfill their annual assignment by working full-time for one (1) regular semester.~~