

**COUNTER PROPOSAL #1 FROM
SAN MATEO COMMUNITY COLLEGE FEDERATION OF TEACHERS,
LOCAL 1493, AFT, AFL-CIO
TO
THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

February 28, 2025

ARTICLE 11 LEAVES OF ABSENCE

- 11.1 SICK LEAVE:** Leave of absence for illness or injury will be provided by the District.
- 11.1.1** ~~All faculty employees who is employed full time (15 FLCs) each semester~~ shall be entitled to five (5) days leave of absence for illness or injury per semester. ~~An employee who is employed for less than full time each semester will receive the proportional number of days of leave.~~
- 11.1.2** Academic employees (does not apply to day-to-day substitutes) shall be granted one day of sick leave if employed for the full (at least six weeks) Summer Session. This sick leave may be accumulated along with other District sick leave. Any sick leave granted or accumulated through continued employment in this District may be used according to this article.
- 11.1.3** A unit member who is absent due to illness or injury for less than one full day shall have deducted from the accrued sick leave bank 2.5 hours. A unit member who is absent due to illness or injury for a full day shall have 5.0 hours deducted from the accrued sick leave bank.
- 11.1.4** The full amount of the leave granted each year under this section shall be available on the first day of each academic year and need not be accrued prior to taking such leave.
- 11.1.5** If absence because of illness or injury extends beyond the number of days of the employee's accumulated sick leave, the district will pay partial salary for a period not to exceed ~~the equivalent of 100 workdays five (5) school months~~. The payment shall be the difference between the employee's salary and the substitute's pay, if a substitute is employed, or the amount that would have been paid a substitute on Step I of the appropriate schedule, should it be unnecessary to employ a substitute. This partial salary benefit begins upon the expiration of sick leave. ~~The five-school-month limitation begins with the first day of absence involving the illness or injury.~~

- 11.1.6 Unused full paid sick leave granted under this section may be accumulated from year to year provided there is no break in service. For a part-time employee, a break in service is defined in 19.1.3.
 - 11.1.7 Upon retirement, eligible employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.
 - 11.1.8 An absence affidavit shall be signed by any person absent because of illness or injury and medical verification may be required by management to make proper determination of eligibility for benefits under this section.
 - 11.1.9 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred in accord with Education Code Section 87782. Official verification of unused sick leave should be forwarded to the Office of Human Resources, where it will be credited to the employee's sick leave balance.
 - 11.1.10 If an employee is granted an unpaid leave of absence for illness or injury after all paid sick leave has expired, the District will continue benefits specified in Article 9 for a period of five (5) months from the beginning of the unpaid leave. Thereafter, during the unpaid leave, employees may continue membership and group coverage by payment of premiums at their own expense.
 - 11.1.11 Leave for an employee under quarantine will be handled the same as if the employee were ill.
 - 11.1.12 Upon request, the District shall make available to each contract, regular, and full-time temporary employee, and each part-time employee who is a member of the unit, their accumulated sick leave balance and their sick leave entitlement for the current academic year.
- 11.2 **INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:** Industrial accident or illness leave will be provided as specified in this section.
- 11.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the Worker's Compensation administrator as a bona fide injury or illness.
 - 11.2.2 In any one fiscal year, allowable leave for each industrial accident or illness will be limited to the number of days of temporary disability but shall not exceed sixty (60) working days.

- 11.2.3 Allowable leave under this section shall not be accumulated from year to year.
- 11.2.4 The leave under these rules and regulations will commence on the first day of the absence.
- 11.2.5 Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of any temporary disability indemnity award.
- 11.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District in turn, will pay the absent employee their full normal wage for each day of absence during the sixty (60) working day period.
- 11.2.7 If an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 11.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, the employee will commence to use sick leave. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, however, will be reduced only by that amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.

11.3 FAMILY ILLNESS LEAVE: ~~An employee may use accrued sick leave to attend to a child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee who is ill.~~ Pursuant to Labor Code sections 233 and 246.5, an employee may use accrued sick leave for the diagnosis, treatment, or care of an existing health conditions, or preventive care for, of a child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, a relative living in the immediate household of the employee, or a "designated person" as defined under Labor Code section 245.5. "Designated person" for purposes of this section means a "person

identified by the employee at the time the employee requests paid sick days.” The employee shall identify the designated person at the time they request the leave. ~~The employee shall be limited to one designated person per 12-month period for paid sick days pursuant to this section. For the foregoing purposes specified in this section, an employee may use, in any calendar year, the amount of sick leave that would accrue during six months at the employee’s then current rate of entitlement pursuant to Labor Code section 233. Such time will be deducted from the employee’s regular sick leave account.~~ Such time will be deducted from the employee’s regular sick leave account. An absence affidavit shall be signed by any person absent using Family Illness Leave and medical verification may be required by management to make proper determination of eligibility for benefits under this section.

- 11.4 BEREAVEMENT LEAVE:** ~~Paid bereavement leave up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner’s child, domestic partner’s parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee. In accordance with California law (AB 1949), paid bereavement leave up to five (5) days per occurrence will be allowed for death of the child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse/domestic partner, domestic partner’s child, domestic partner’s parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee, or other persons whom the employee regards as family. The five-day bereavement leave must be taken within three months of the date of death of the family member, but need not be taken consecutively.~~

~~11.4.1 Upon request of the employee, paid bereavement leave of two (2) days per occurrence will be granted in the event of the death of a sister-in-law or brother-in-law, and such leave will be deducted from the employee’s regular sick leave account.~~

- 11.4.2 11.4.12 An employee may use their sick leave for **the death of any personany relative** not covered by 11.4 ~~or 11.4.1~~. This benefit permits an employee to use up to ~~three (3) days for in-state travel or up to~~ five (5) days ~~for out-of-state travel~~ per occurrence.

11.5 PERSONAL NECESSITY LEAVE: In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed ~~tenseven~~ (107) days in any fiscal year for any one or any combination of the following purposes:

~~A1~~. Accident involving the employee's person or property or the person or property of the employee's immediate family.

~~B2~~. Imminent danger to their home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during their assigned hours of service.

~~C3~~. Additional days beyond the three (3) or five (5) granted in Section 11.4.

~~D4~~. Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or official administrative order.

~~E5~~. Religious holidays on which the employee would otherwise be required to work.

~~F6~~. Such other reasons as approved by the District.

11.5.1 Personal necessity leave shall be limited to circumstances ~~serious in nature~~ that the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters that cannot be accomplished at any other time.

11.5.2 Prior approval is required for all personal necessity leave days except for those described in Section 11.5-~~1(A)~~ or 11.5-~~2(B)~~. ~~Five of the ten personal necessity days and for up to two of the seven days which~~ may be used without prior approval or subsequent documentation.

11.6 EXCHANGE TEACHING LEAVE: Upon the recommendation of the Chancellor-Superintendent and approval by the Board of Trustees, a leave of absence of not more than two consecutive semesters may be granted for exchange teaching. Eligibility for health and welfare benefits shall follow eligibility rules specified in Article 9.9. During an unpaid leave, employees may continue membership and group coverage by payment of premiums at their own expense.

11.7 MILITARY LEAVE: Military leave of absence will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by copy of the military orders requiring military duty.

- 11.8 **JURY DUTY:** A member of the unit who is ordered to appear in court for jury duty on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 11.9 **PARENTAL MATERNITY/CHILD BONDING LEAVE: (EDUCATION CODE SECTION 87780.1)** ~~Unit Members shall be granted maternity and/or child bonding parental leave to members of the unit who qualify in accordance with the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence, as set forth below:~~
- ~~11.9.1~~ **Eligibility:** ~~Unit members whose initial date of hire is at least 12 months prior to taking parental leave are eligible. Unit members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental leave.~~ The District shall grant one month of paid parental and/or child bonding leave to members of the unit who qualify in accordance with the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence. Unpaid parental/child bonding leave pursuant to FMLA and/or CFRA shall run consecutively to said paid leave.
- 11.9.2 **Use:** After the one month of paid leave specified in §11.9.1, accumulated sick leave may be used for any period of time that the employee must be absent from work as prescribed by the physician in accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act. Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 workweeks of leave as provided by FMLA/CFRA do not have to be taken consecutively. ~~The 12 weeks are workweeks, so if an employee is scheduled to work four days a week, they are entitled to 12 four-day weeks of leave.~~
- 11.9.3 **Maximum Duration:** Parental leave **after the one-month District paid leave** shall run concurrently with any Family Medical Leave taken for the same purpose. ~~A unit member shall not be entitled to more than 12 workweeks of parental leave in any 12-month period, paid or unpaid.~~
- 11.9.4 **Paid Leave:**

11.9.4.1 Leave: A unit member employee may use ~~theirhis or her~~ accrued sick leave, or when exhausted, any available differential paid leave, for leave taken for the reason of the birth of a child of the unit member employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

11.9.4.2 Unit members are entitled to utilize all accumulated sick leave for the purposes of parental leave. When an unit member has exhausted all available sick leave, they shall receive the greater of the following: (1) 50% of ~~theirhis or her~~ regular salary during the period of absence; or (2) the difference between what the employee would have received during the period of absence; and the amount that was actually received by a substitute employee during ~~theirhis or her~~ absence; or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for part time and temporary employees for the remaining portion of the 12 workweek period of parental leave. **Part-time faculty have the option of using State Disability Insurance (SDI) for partial salary replacement.**

11.10 REPRODUCTIVE LOSS LEAVE: An employee shall be entitled to a maximum of five (5) days leave of absence following a reproductive loss without loss of salary. ~~Thiese five days of leave do not need to be taken consecutively, but must be taken within three (3) months of the reproductive loss event. Reproductive loss means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee experiences multiple reproductive losses, they may utilize a maximum of twenty (20) days of leave within a twelve (12) month period. If both parents suffering a reproductive loss are employed by the District, they are each entitled to utilize up to five (5) days of leave. In cases of reproductive loss, eEmployees may use available bereavement leave, or accrued and available sick leave, or compensatory time off that is otherwise available to the employee in cases of reproductive loss. If all other available leaves have been exhausted, the leave will be unpaid.~~

11.11 PAID LEAVE FOR ATTENDING CONFERENCES, SPECIAL MEETINGS, ETC.: An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other

temporary assignments in the performance of duties on the approval of the Chancellor or their designee.

- 11.12 OTHER LEAVE EITHER PAID OR UNPAID CAN BE REQUESTED:** A leave of absence may be granted to an employee on a paid or unpaid basis upon the request of the employee and the approval of the Board.
- 11.13 NO BREAK IN SERVICE FOR TAKING A LEAVE:** Absence under paid leave shall not be considered a break in service and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.
- 11.14 PRIOR APPROVAL OF OTHER LEAVES:** Approval of absences other than for leaves specified in this article must be obtained in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence.
- 11.15 FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) BENEFITS:** In accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act and the District Policy on Leaves of Absence, family care leave will be applied concurrently with employee sick leave, extended leave, industrial accident/injury leave and/or other applicable paid District leaves.
- 11.16 CATASTROPHIC LEAVE:** The District shall create a catastrophic leave program as follows:
- 11.16.1** Faculty members may donate **one** sick leave days **per fiscal year** to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for their own account.
 - 11.16.2** Donated sick leave will be recorded sequentially. As required by Education Code Section 87045 or its successor provisions, donated sick leave cannot be returned to the donor even if it is unused.
 - 11.16.3** Any Faculty member who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.
 - 11.16.4** The ~~Vice Chancellor of Human Resources~~ **Chief Human Resources Officer** and the President of AFT shall determine whether or not to grant a request for "Catastrophic Leave" based

on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.

11.16.5 The number of sick days that can be received by an employee is limited to fifty (50) days per fiscal year.

11.16.6 If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

11.17 Public Service Leave Every unit member who is elected or appointed to a public office, whether Local, State or Federal, shall have the right, upon request, to a paid leave of absence of up to ten (10) days in any academic year without loss of compensation for the purpose of enabling the employee to attend periodic, stated, special, or regular meetings of the body of the organization on which the employee serves.