TENTATIVE AGREEMENT BETWEEN THE COAST COMMUNITY COLLEGE DISTRICT AND THE COAST FEDERATION OF CLASSIFIED PROFESSIONALS, LOCAL 4794

June 8, 2022

This Tentative Agreement between the Coast Community College District and the Coast Federation of Classified Professionals, Local 4794 (hereinafter referred to as the "Federation") is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement ("Agreement") between the parties.

All language currently in effect as stated in the Agreement between the parties is intended to remain unchanged except as agreed below.

Article 17. Leaves of Absence Section 17.1 Only

- 17.1 General Provision. The District will grant paid and unpaid leaves of absence to employees for the purposes outlined herein, and subject to the conditions set forth in this Article.
- A. Employees shall make a written request for paid or unpaid leave, prior to the use of such leave, in accordance with procedural rules established by the District. Unless a shorter time frame is required under applicable law or District policy, the supervisor will provide a written response as to whether the leave will be granted within ten working days of the receipt of the request, except for sick leave under Article 17.2, unless excused by law. If the requested leave is denied, the supervisor will include in the written response the reason for such denial.
- **B.** In accordance with law and procedural rules established by the District, an employee may be granted an unpaid leave of absence. For good and sufficient reason, the District may recommend an unpaid leave of absence without requiring the employee to exhaust all accumulated and earned vacation benefits. Should an employee be placed on an unpaid leave of absence without first exhausting all accumulated and earned vacation benefits, the reasons therefore shall be in writing to the employee.
- C. An employee who is absent because of illness without prior approval, shall notify the office of the immediate supervisor prior to the start of the employee's workday. Failure to provide this notice in a timely manner, except in the cases of an emergency, may result in ineligibility for paid leave and may be considered an unauthorized leave.
- **D.** Upon return to work following an absence, the employee shall complete a classified absence report and submit it to the immediate supervisor within three working days. Should the employee be absent more than one week, an absence report will be filed weekly by the immediate supervisor during the period of absence.

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- 17.1 General Provision. The District will grant paid and unpaid leaves of absence to employees for the purposes outlined herein, and subject to the conditions set forth in this Article.
- A. Employees shall make a written request for paid or unpaid leave, prior to the use of such leave, in accordance with procedural rules established by the District. Unless a shorter time frame is required under applicable law or District policy, the manager supervisor will provide a written response of as to whether or not the leave will be granted within ten (10) working days of the receipt of the request, except for sick leave under Article 17.2, and unless expressly excused by law. If the requested leave is denied, the supervisor will include in the written response the reason for such denial.
- B. Upon approval, i In accordance with law and procedural rules established by the District, an employee may be granted an unpaid leave of absence. For good and sufficient reason, the District administration may recommend an unpaid leave of absence without requiring the employee to exhaust all accumulated and earned vacation benefits. Should an employee be placed on an unpaid leave of absence without first exhausting all accumulated and earned vacation benefits, the reasons therefore shall be in writing to the employee.
- C. An employee who is absent <u>because of illness</u> without prior approval, <u>because of illness</u>, shall notify the office of the immediate supervisor prior to the start of the employee's workday. Failure to provide <u>this</u> notice in a timely manner, except in <u>the</u> cases of an emergency, may result in ineligibility for paid leave and may be considered an unauthorized leave.
- **D.** Upon return to work following an absence, the employee will shall complete a classified absence report and submit it to the immediate supervisor within three (3) working days. Should the employee be absent more than one (1) week, an absence report will be filed weekly by the immediate supervisor during the period of absence.

E. Any absence during which the employee remains in a paid status will not be considered as a break in service.

F. Any personal leave granted without pay for 90 calendar days or less, subsequent to Family Medical Leave where applicable, shall not be considered a break in service in computing anniversary dates for vacation and longevity benefits. For leaves of 90 calendar days or less, the employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. Employees on an unpaid leave of absence which exceeds 90 calendar days shall not earn vacation or sick leave benefits during the time the employee is in an unpaid status. Employees in an unpaid status for more than 90 calendar days will not receive credit for salary advancement commencing on the 91st day of their absence. If an employee wishes to continue the employee and dependent benefit coverage while on a leave that continues beyond 90 days, the employee may do so by paying 100% of the insurance premium as of the 91st day of the leave.

Andrew Deaso
Andrew Deaso, CFCP President/Date

Marlene Drinkwine
Marlene Drinkwine, Vice Chancellor/Date

Dr. Elizabeth Dorn Parker, Board President/Date

E. Any absence during which the employee remains in a paid status will not be considered as a break in service.

F. Any personal leave granted without pay for ninety (90) calendar days or less, subsequent to Family Medical Leave where applicable, shall not be considered a break in service in computing anniversary dates for vacation and longevity benefits. For leaves of ninety (90) calendar days or less, the employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. Employees on an unpaid leave of absence which exceeds ninety (90)-calendar days shall not earn vacation or sick leave benefits during the time the employee is in an unpaid status. Employees in an unpaid status for more than ninety 90 calendar days will not receive credit for salary advancement commencing on the ninety first (91st) day of their absence. If an employee wishes to continue the employee and dependent benefit coverage while on a leave that continues beyond ninety (90) days, the employee may do so by paying one hundred percent (100%)-of the insurance premium as of the ninety first (91st) day of the leave.

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Dr. Elizabeth Dorn Parker, Board President/Date

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