

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

June 3, 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 17.12 Only**

17.12 Family and Medical Leave.

A. Employees who have been continuously employed at least 12 months and working for at least 1,250 hours are eligible under federal and state law for paid or unpaid Family and Medical Leave. Leaves may be granted for up to ~~12~~ weeks in a 12 month period, measured from the date that the employee's first family and medical leave begins. Leaves must be granted in accordance with time periods applicable to state and federal law.

B. Unpaid leave is permitted for any reason permissible by law, as certified by a healthcare provider. Permissible reasons are as follows:

- to care for the employee's newborn child, or a child placed with the employee for adoption or foster care (state and federal law run concurrently for the 12 week - period allowed for care of newborn, adopted, or foster child);
- to care for the employee's spouse, son, daughter, or parent who has a "serious health condition" including pregnancy; (additional relationships will be added based on any legislative changes to the Family Medical Leave Act, the California Family Rights Act, or any other applicable legislation that pertains to family, medical, pregnancy, or disability leaves, either paid and unpaid. Check with the District Benefits Department in Human Resources for current listing.);
- for a "serious health condition" that affects the working conditions of the employee;

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**Article 17. Leaves of Absence
Section 17.12 Only**

17.12 Family and Medical Leave.

A. Employees who have been continuously employed at least twelve (12) months and working for at least one thousand two hundred fifty (1,250) hours are eligible under federal and state law for paid or unpaid Family and Medical Leave. Leaves may be granted for up to twelve ~~(12)~~ weeks in a twelve (12) month period, measured from the date that the employee's first family and medical leave begins. Leaves must be granted in accordance with time periods applicable to state and federal law.

B. Unpaid leave is permitted for any reason permissible by law, as certified by a healthcare provider. Permissible reasons are as follows:

- to care for the employee's newborn child, or a child placed with the employee for adoption or foster care (state and federal law run concurrently for the twelve (12) week period allowed for care of newborn, adopted, or foster child);
- to care for the employee's spouse, son, daughter, or parent who has a "serious health condition" including pregnancy; (effective January 2013, additional relationships will be added based on any legislative changes in to the Family Medical Leave Act, the California Family Rights Act, or any other applicable legislation that pertains to family, medical, pregnancy, or disability leaves, either paid and unpaid. Check with the District Benefits Department in Human Resources for current listing.);
- for a "serious health condition" that affects the working conditions of the employee;

- for qualifying exigencies (urgent matters) for a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation; or

- to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness under 29 U.S.C. § 2611(15)(B) incurred in the line of duty, on active duty that renders the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. The length of leave for this last item is up to 26 weeks.

Leave does not constitute a break in service for purposes of longevity, seniority, vacation, and/or sick leave under the articles of this agreement. Leave provided may be taken in one or more periods as provided by law. Upon return from Family and Medical Leave, the employee shall return to the same or equivalent position with the District, including salary, benefits, and other employment terms and conditions. The employee shall provide 30 days advance notice, when possible, of the need for leave except in the case of an emergency.

C. 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. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any provision(s) of this Section 17.12, the employee shall be entitled to the most beneficial provision of state and/or federal law.

Andrew Deaso

Andrew Deaso, CFCP President/Date

Marlene Drinkwine

Marlene Drinkwine, Vice Chancellor/Date

Dr. Lorraine Prinsky, Board President/Date

- for qualifying exigencies (urgent matters) for a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation; or

- to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness under 29 U.S.C. § 2611(15)(B) incurred in the line of duty, on active duty that renders the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. The length of leave for this last item is up to twenty-six (26) weeks.

Leave does not constitute a break in service for purposes of longevity, seniority, vacation, and/or sick leave under the articles of this agreement. Leave provided may be taken in one (1) or more periods as provided by law. Upon return from Family and Medical Leave, the employee shall return to the same or equivalent position with the District, including salary, benefits, and other employment terms and conditions. The employee shall provide thirty (30) days advance notice, when possible, of the need for leave except in the case of an emergency.

C. 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. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any provision(s) of this Section 17.12, the employee shall be entitled to the most beneficial provision of state and/or federal law.

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