

1 Unchanged existing language

2 ~~Deleted proposal language~~

3 ~~Added proposed language~~

4 ~~Accepted deletion~~

5 Accepted addition

6 ~~Terms Language~~ that may be ~~agreed acceptable~~, but with questions.

7 Undeleted existing language (i.e., one party deleted it and the other put it back)

8 [Notes]

9

10

PROPOSAL FROM

11

THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the ANTELOPE VALLEY
COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683

12

June 24, 2026

13

14

15

This proposal from the Antelope Valley Community College District to the Antelope Valley Federation of Classified Employees is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties. This proposal is intended to apply only to the article below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

16

17

18

19

20

21

ARTICLE X LEAVES

22

10.0 Leaves of Absence

23

10.1 Procedure for Reporting Absences

24

25

- 1) The responsibility for implementing district policy relative to reporting absences rests with the Office of ~~Human Resources and Employee Relations People, Culture and Talent.~~

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

10.2 Bereavement Leave

47

48

49

50

51

- 1) Every unit member shall be granted a leave of absence not to exceed five (5) days because of the death of any member of the unit member immediate family. Member(s) of the immediate family means the mother, father, grandmother, grandfather, or grandchildren of the unit member, or of the spouse, or registered

52 domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister,
53 of the unit member, or any relative living in the immediate household of the unit
54 member.

55
56 Additionally, unit members may designate one person per twelve (12)
57 month period who is not listed above as an immediate family member
58 upon the need to take a leave.

59 (AB 1041, Government Code 12945.2 and Labor Code Section 245.5)

- 60
61 2) If requested, to confirm the need for bereavement leave the Office of **Human**
62 **Resources and Employee Relations People, Culture and Talent** may
63 request appropriate documentation (such as a death certificate; a published
64 obituary; or verification of death, burial, or memorial services from a funeral
65 home). **Unit members shall have thirty (30) days from the date of the**
66 **request to provide the documentation.**

67
68 [Under AB 1949, effective January 1, 2023, which amended Government Code
69 Section 12945.7, an employer is also entitled to request documentation be
70 provided within 30 days verifying the death of a family member, such as a
71 death certificate, a published obituary, or a written certification of death,
72 burial, or memorial services from a mortuary, funeral home, or burial
73 society.]

- 74
75 3) Bereavement leave must be taken within three (3) months of the date of death.
76
77 4) The District will maintain the unit member's confidentiality relating to the
78 bereavement leave.
79
80 5) No deduction shall be made from the salary of such employees, nor shall such
81 leave be deducted from the leave granted by other sections of this agreement.
82

83 6) **Reproductive Loss Leave:**

84
85 Unit members that experience a reproductive loss (as defined in Govt.
86 Code § 12945.6, including but not limited to miscarriage, stillbirth, failed
87 adoption, or unsuccessful assisted reproduction by the unit member or
88 partner) may use accrued and available sick leave, personal leave, or
89 compensatory time off that is otherwise available to the employee to take
90 up to five days of reproductive loss leave following a reproductive loss
91 event.

92
93 a. **The leave for reproductive loss leave may be nonconsecutive.**

94
95 b. **If an employee experiences more than one reproductive loss**
96 **event within a 12-month period, an employer shall not be**
97 **obligated to grant a total amount of reproductive loss leave time**
98 **in excess of 20 days within a 12-month period.**

99
100 c. **The District shall maintain the confidentiality of the request and**
101 **purpose of the leave, except as necessary to affect the purpose of**
102 **the leave.**

104 [Note: Changes proposed above to define and include leave for purposes of
105 reproductive loss are consistent with SB 848 (Govt. Code § 12945.6), which
106 created a new type of leave for this purpose.]
107

108 **10.3 Military Leave**– In accordance with state and federal law, the district will grant up to 30
109 days per year of paid leave for its employees who present orders indicating that they are
110 being assigned to active duty. A “year” shall be known as the college fiscal year, July 1
111 through June 30.

- 112
- 113 1) A unit member on a military leave of 30 days or less in one year shall receive
114 rights and benefits including salary as though the unit member had remained in
115 the employment of the District.
 - 116
 - 117 2) If reserve military service, including National Guard obligations, in excess of 30
118 days per year, falls on the unit member’s regular work shifts, the unit member’s
119 schedule may be changed to avoid the necessity of using vacation time,
120 provided five (5) working days’ notice is received from the unit member, subject
121 to approval of the unit member’s supervisor.
 - 122
 - 123 3) Any unit member on a temporary military leave (not more than 180 days) shall
124 receive the same vacation, sick leave, holiday privileges and step increases that
125 the unit member would have enjoyed had the unit member remained with the
126 District.
 - 127
 - 128 4) Job security extends to any unit member honorably discharged who returns to
129 the District within 12 months following the first date such unit member could
130 have terminated active service.
 - 131
 - 132 5) Such unit member shall be restored to a comparable position at a salary
133 schedule placement they would have received had the unit member remained
134 in the service of the District.
 - 135

136 Should the law change or additional military leaves be added by the State or
137 federal government, those provisions will govern.
138 -

139

140 **10.4 Professional Leave**

141

142 10.4.1 **Required Attendance**– The District may require a unit member to attend
143 workshops, training sessions, meetings, or other similar activities. A unit member
144 attending such activities will be compensated in the same manner that the unit
145 member would be compensated for performing regular duties.

146

147 Necessary expenses related to required attendance will be paid by the District.

148

149 10.4.2 **Voluntary Attendance**

- 150
- 151 1) A unit member may request District approval to attend work-related
152 training sessions, workshops, meetings, or other similar activities. If
153 District approval for such attendance is granted by the supervisor, the unit
154 member will be compensated for hours of attendance which occur during
155 the unit member’s regular workday.

156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207

- 2) All or part of expenses related to the unit member's attendance at an approved voluntary activity may be paid by the District. Expenses may include, but are not limited to, registration fee, travel expenses, and materials. Payment for expenses may be in addition to staff development funds.

10.5 Released Time for Flex Activities

- 1) Attendance of flex activities shall be scheduled with the mutual agreement of the unit member and the unit member's supervisor; however, a supervisor may not deny the unit member's attendance to a flex activity unless the unit member's attendance would create a hardship for the work area.
- 2) A "Flex Request" form shall be filled out in advance and given to the immediate supervisor for approval. Upon completion of the activity, the original form shall be given to the Office of Human Resources People, Culture and Talent for placement in the unit member's personnel file.

10.6 Staff Development— The sum of \$10,000 shall be set aside for use by unit members for each year of this Agreement. Applications for participation shall comply with normal procedures as established by the Staff Development committee.

[Moved to Article 9.2, as modified.]

10.7 Industrial Accident and Illness Leave— Industrial accident and illness leave shall apply to all unit members currently employed by the District.

- 1) Allowable leave for the same accident or illness shall not exceed 60 days in any one school year.
- 2) Such leave shall not be accumulative from year to year.
- 3) When an industrial accident or illness occurs at a time when the allowable 60 days extend into the next school year, the unit member shall be entitled to only the days remaining (of the 60) at the end of the school year in which the illness or injury occurred for the particular accident or illness.
- 4) Industrial accident or illness leave shall commence on the first day of absence.
- 5) Industrial accident or illness leave will be reduced by one (1) day for each day of the authorized absence, regardless of a compensation award made under Worker's Compensation.
- 6) Payment for wages lost on any day shall not, when added to an award granted the unit member under Worker's Compensation laws of the state, exceed the normal wage for the day.
- 7) During the accident or illness leave, the unit member shall endorse to the District, wage loss benefit checks received under Worker's Compensation. The District, in turn, shall issue the unit member appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions.

208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259

- 8) In lieu of the foregoing method of payment, a unit member may elect to retain awards made under Worker's Compensation and to have such amounts deducted from the unit member's next regular District salary warrant.
- 9) When industrial or illness benefits have been exhausted, sick leave will then be used. If a unit member is receiving Worker's Compensation, the unit member shall be entitled to use only so much of the sick leave, accumulated compensating time off, vacation or other available leave which, when added to the Worker's Compensation award provide for a full day's wage.
- 10) The unit member shall be notified by the Vice President of Human Resources and Employee Relations People, Culture and Talent or designee to the extent or amount of sick leave being utilized in conjunction with temporary benefits under Worker's Compensation.
- 11) Industrial accident or illness leave of absence, paid or unpaid, shall not be considered a break in service (other than salary) of the unit member.
- 12) When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to resume the duties of the position, the unit member shall, if not placed in another position, be placed on a reemployment list for 39 months.
- 13) When available during the 39 months, the unit member shall be employed in the class of the previous assignment, over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations.
- 14) A unit member who has been placed on a reemployment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 15) The provisions of Worker's Compensation are applicable to all unit members of the District.
- 16) Benefits provided by Worker's Compensation are not recoverable if injury was intentionally self-inflicted, caused by the unit member's own intoxication, arose out of an altercation in which the unit member was the initial physical aggressor, or if the unit member willfully and deliberately caused their own death.
- 17) Benefits are available to unit members who sustain industrial injuries.
- 18) Compensation includes medical treatment, temporary disability indemnity, permanent disability indemnity, and death benefits.

10.78 Sick Leave (Illness and Injury)– Each unit member employed on a full-time basis shall be entitled to 12 days of leave of absence for illness, injury, or quarantine, exclusive of all days the unit member is not required to render service to the District, with full pay for a fiscal year of service (12 months). Illness and injury leave shall accumulate at the rate of one (1) per day per month served.

260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311

- 1) A unit member employed for a full workweek but less than a full fiscal year is entitled to that proportion of 12 days as the number of months the unit member is employed bears to 12.
- 2) A unit member employed less than five (5) days per week, except the full-time employee on a four (4) day week, shall be entitled, for a fiscal year of service, to that proportion of 12 days leave as the number of days the unit member is employed per week bears to five (5).
- 3) Credit for sick leave (illness and injury) need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which the unit member may be entitled until the first day of the calendar month, after completion of six (6) months of service with the District.
- 4) If the unit member does not consume the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year so long as the person remains in the employment of the district.
- 5) Pay for any day of sick leave shall be the same as the pay which would have been received had the unit member served during the day.
- 6) Each unit member returning after three (3) or more consecutive days of absence because of illness may be required to present a doctor's statement **to the Office of People, Culture, and Talent** that the employee's health is satisfactory to return to the workplace.
- 7) A unit member able to resume the duties to which the unit member is assigned may do so at any time during the leaves granted and time lost shall not be considered a break in service. The unit member shall be restored to a position within the unit member's class with all the rights, benefits, and burdens of a permanent employee.
- 8) If at the conclusion of all leave of absence, paid or unpaid, the unit member is still unable to assume the duties of the position, the unit member shall be placed on a reemployment list for a period of 39 months.
- 9) At any time during the 39-month period the unit member is able to assume the duties of the position, the unit member shall be reemployed in the first vacancy in the classification of the previous assignment. The unit member's reemployment will take preference over all other applicants except those laid off for lack of work or funds in which case the unit member shall be ranked according to the proper seniority. Upon resumption of the unit member's duties, the break in service will be disregarded and the unit member shall be fully restored as a permanent employee.

10.89 Use of Sick Leave for Family Members – A unit member who qualifies for sick leave under this section of the contract is entitled to use the unit member's available sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's current rate of entitlement, to attend to an illness of a child (regardless of

age or dependency status), parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the unit member. All conditions and restrictions placed by the employer on the use of sick leave shall apply. For purposes of this section, "family member" shall be defined pursuant to section 245.5 of the California Labor Code. "Registered domestic partner" shall be defined pursuant to section 297 of the California Family Code. Nothing in this section shall be interpreted to grant any rights inconsistent with the Labor Code.

10.910 Maximum Deduction for Illness or Accident (Extended Illness)

- 1) When a member of the classified service is absent from the unit member's duties on account of illness or accident for a period of ~~five (5) months one hundred (100) days~~ or less, whether or not the absences arise out of or in the course of employment, the amount deducted from the employee's wage for any month in which the absence occurs shall not ~~be less than exceed the amount actually paid a substitute, if such a substitute is employed, or~~ fifty percent (50%) of the employee's base salary, ~~whichever is greater~~.
- 2) ~~Substitute difference Extended illness~~ pay shall be payable only after entitlement to all regular accrued and advanced sick leave (through the end of the current fiscal year), ~~accrued vacation leave,~~ and other paid leaves have been exhausted. However, the ~~five (5) month 100-day~~ period shall begin on the date of disability.
- 3) Whenever a unit member uses all their allowable sick leave, including the ~~five (5) month one hundred (100) day~~ period, if applicable, ~~a unit member may request that~~ further absence will be charged against their accrued vacation leave.

10.101 Transfer of Sick Leave

- 1) A unit member of the District who has been employed for at least one (1) calendar year and whose employment is terminated for reasons other than for cause and who subsequently accepts employment with a community college district or county superintendent of schools within one year of the termination of the unit member's former employment, shall have transferred with the unit member to the employing community college district or county superintendent of schools the total amount of earned leave of absence for illness or injury to which the unit member is entitled under Education Code Section 45191 or 88191. This transfer shall be in the same manner as is provided for academic employees.
- 2) The Board shall not adopt any policy or rule, written or unwritten, which requires unit members transferring to the District to waive any part of all benefits which they may be entitled to have transferred. Although the responsibility for accomplishing the transfer of sick leave rests with the unit member, the office of ~~Human Resources People, Culture and Talent~~ shall offer assistance in expediting said transfer.

10.112 Catastrophic Leave– The Catastrophic Leave Plan will be available to unit members as set forth herein pursuant to provisions of Education Code 87045.

364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415

10.112.1 **Definition-** Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family and requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because the employee has exhausted all available paid leaves.

10.112.2 **Catastrophic Leave Bank Contribution**

- 1) There will be an annual single 30-day period for unit members to contribute days to the leave bank unless the balance of days in the bank is greater than 50. In the event of an emergency where the bank has been depleted, an additional 30-day period shall be opened.
- 2) An annual report of the number of days in the bank will be provided to the Federation president at the beginning of the school year.

10.112.3 **Unit Member Sick Leave Balance-** Unit members contributing days to the bank must maintain a balance of four or more weeks of accumulated sick leave. (To be prorated for part-time unit members.)

10.112.4 **Minimum Contribution-**The minimum contribution to the bank by any unit member will be eight (8) hours.

10.112.5 **Catastrophic Leave Committee-** A Catastrophic Leave bank committee will be composed of the Vice President of **Human Resources and Employee Relations People, Culture and Talent** or designee and two appointees of the Federation. Days contributed to the bank by unit members shall not be withdrawn for other than catastrophic leave. The Catastrophic Leave bank committee will accept or reject use of days from the bank. Unit members applying for Catastrophic Leave days must submit a letter of request along with a signed and dated doctor's statement verifying the probable duration of the illness or injury.

10.112.6 **Acceptance or Rejection of Leave-** The Catastrophic Leave committee will be responsible for acceptance or rejection of requests for use of Catastrophic Leave. The days may only be withdrawn upon approval of the Catastrophic Leave Committee.

10.112.7 **Final Decision-** The decisions of the Catastrophic Leave committee regarding withdrawal of days from the leave bank will be final.

10.112.8 **Catastrophic Leave Bank Discontinuance-** Should the Catastrophic Leave Plan be discontinued, all days remaining in the bank will remain and be available for Catastrophic Leave under the conditions of this article until such time as all banked leave has been utilized.

10.123 **Personal Necessity Leave-** Unit members may use a maximum of seven (7) days in any school year, with full remuneration, for reasons of personal necessity for the following reasons:

10.123.1 **Death in Immediate Family-** Death of a member of the unit member's immediate family as defined in Bereavement Leave of this Agreement. This

416 leave authorization is a supplement to time off authorized under Bereavement
417 Leave. Such request for additional time shall be documented on a classified
418 time sheet.
419

420 10.123.2 **Accident or Emergency Illness**– Accident or emergency illness involving the
421 unit member’s person or property or the person or property of a member of
422 the immediate family and of such nature that the unit member’s presence is
423 required during assigned work hours.
424

425 10.123.3 **Court Appearance**– Appearance in any court or before any administrative
426 tribunal as a litigant or party, or witness under subpoena or any order made
427 with jurisdiction.
428

429 10.123.4 **Compelling Personal Reasons**– Three (3) days maximum for compelling
430 personal reasons. Generally, unit members shall not be required to secure
431 advance permission for leave taken for any of the following reasons unless
432 conditions and circumstances warrant such permission:
433

- 434 1) Death or serious illness of a member of the unit member’s immediate
435 family.
- 436 2) Accident involving the unit member’s person or property, or the person or
437 property of a member of their immediate family.
438

439 10.123.5 **Bona fide Job Interviews for Employees Subject to Layoff: Per Article**
440 **20.7, unit members subject to layoff may use up to seven (7) days of**
441 **personal necessity leave for job interviews with prospective**
442 **employers.**

443 **[Per agreed upon language from Article 20.9]**
444

445 **10.12.6 Other-** Such other reasons similar in nature to those described above, but not
446 precisely described above, as determined and approved by the immediate supervisor and the
447 Office of **Human Resources-People, Culture and Talent.**
448

- 449 1) Such leave shall be charged to accumulated sick leave (illness or
450 accident).
- 451 2) Said leave is non-accumulative.
- 452 3) Advance notice and approval of personal necessity leave shall be
453 required in each instance of such leave, except emergency situations.
- 454 4) Applications for personal necessity leave shall be submitted to the
455 immediate supervisor, whenever possible, three (3) days prior to the date
456 for which such leave is requested for transmittal to the Vice President of
457 **Human Resources and Employee Relations-People, Culture and**
458 **Talent.**
459
460
461
462

463 **10.134 Floating Day**–
464

- 465 **1)** All unit members may take two (2) additional calendar days per year for personal
466 business that shall not be deducted from sick leave or salary. These days may

467 be used at any time but may not be split. The *Notice of Absence/Request for*
468 *Leave Form* shall reflect when these additional days are being used.

- 469
470 **21)** Generally, unit members shall not be required to secure advance permission for
471 leave taken for observance of Good Friday or other recognized religious
472 holidays unless conditions and circumstances warrant such permission. As a
473 matter of courtesy, unit members are requested to notify their supervisor
474 whenever possible.

475
476 **10.145 Family and Medical Leave**

- 477
478 1) The District shall comply with the Family and Medical Leave Act (FMLA) and the
479 California Family Rights Act (CFRA). These laws shall set the minimum
480 standards and shall in no way detract from existing contractual provisions and
481 Board policies.
- 482
483 2) In order to be eligible for FMLA and/or CFRA a unit member must have been
484 employed by the District for at least twelve (12) months (which need not be
485 consecutive) and have actually worked 1,250 hours in the twelve (12) months
486 prior to commencement of the leave. Leave may be taken for:
- 487
488 (a) Unit member's own serious health condition (FMLA and CFRA).
- 489
490 (b) To care for the unit member's child, parent, spouse (FMLA/CFRA),
491 parent-in-law, grandparent, grandchild, sibling, registered domestic
492 partner, or designated person (CFRA only), with a serious health
493 condition.
- 494
495 i. A serious health condition means an illness, injury, impairment,
496 or physical or mental condition that involves either the following:
497
- 498 1. Inpatient care in a hospital, hospice, or residential care
499 facility.
- 500 2. Continuing treatment or continuing supervision by a
501 health care provider.
- 502
503 ii. Employee is limited to one designated person per twelve (12)
504 month period.
- 505
506 (c) For the birth of the unit member's child, or placement of a child with the
507 unit member for adoption or foster care. (FMLA/CFRA).
- 508
509 (d) To care for a covered military service member or veteran with a serious
510 injury or illness sustained in the line of duty on active duty if the unit
511 member is the spouse, child, parent, or designated next of kin of the
512 service member (FMLA only).
- 513
514 (e) Any qualifying exigency arising out of the fact that the unit member's
515 spouse, child, or parent is a covered service member who is being
516 deployed to a foreign country (FMLA/CFRA) or domestic partner (CFRA
517 only).
- 518

- 519 3) Eligible unit members may take up to twelve (12) workweeks of unpaid leave in
520 a fiscal year, July 1 through June 30, inclusive, or 26 workweeks of leave to care
521 for an injured service member. While on a family and medical leave, an eligible
522 unit member is entitled to continue fringe benefits under the same terms and
523 conditions as if working.
524
525 4) The unit member shall be required to use any available and applicable paid
526 leaves concurrently with the Family and Medical Leave under this section.
527 Nothing in this section shall authorize a unit member to use paid leaves for any
528 reason other than those specified under the specific paid leave rules.
529
530 5) Unit members shall give at least thirty (30) calendar days' notice if the need for
531 the leave is foreseeable based on an expected birth, placement for adoption or
532 foster care, or for planned medical treatment. If 30 days' notice is not
533 practicable, notice must be given as soon as practicable.
534
535 6) Unit members to take a leave under this section and return to work no later than
536 twelve (12) workweeks after it commences shall be entitled to reinstatement to
537 the same or equivalent position.
538

539 **10.156 Jury Duty**
540

- 541 1) The District agrees to grant to members of the bargaining unit regularly called
542 for jury duty in the manner provided by law, leave of absence without loss of pay
543 for time the unit member is required to perform jury duty which falls during the
544 unit member's regularly assigned working hours.
545
546 2) Unit members so called for jury duty must notify the immediate supervisor of the
547 service dates upon receiving said notice from officers of the court.
548
549 3) The District shall grant full compensation. Fees received by the unit member
550 shall be remitted to the District except for mileage and subsistence expenses.
551
552 4) Unit members are required to return to work during the day or portion thereof in
553 which jury duty services are not required. A unit member whose regular
554 assigned shift commences at 4:00 p.m. or later shall be relieved from work with
555 pay in direct proportion to hours served that day on jury duty as verified in writing
556 by officers of the court.
557
558 5) The District may require verification of jury duty time prior to or subsequent to
559 providing jury duty compensation.
560
561 6) Nothing in the foregoing provisions shall preclude the District
562 Superintendent/President or designee from discussing with the affected unit
563 member the practicality of seeking exemption when acceptance would tend to
564 materially disrupt the district's operations.
565

566 **10.167 Absences & Leaves without Pay**
567

- 568 1) A regular leave, without remuneration, may be awarded to permanent unit
569 members for a period not to exceed one (1) year. In an emergency situation, a
570 one (1) year extension may be awarded.

571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622

- 2) While on regular leave of absence, a permanent unit member shall maintain, but not add to, any such leave credit, vacation time, seniority, classification rights, or other employee benefits accumulated prior to such leave.
- 3) A non-compensated regular leave must be recommended by the Superintendent/ President or designee and subsequently approved by the Board.

10.178 Work and Family Participation– Family Activity.

- 1) A unit member is entitled under the Family School Partnership Act (Labor Code Section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave (vacation, personal necessity, floating holiday, compensatory time or unpaid leave, to the extent made available by the unit member’s supervisor) for the purpose of attending school or preschool related activities in which the employee’s child is participating.
- 2) Family is defined as the employee’s son, daughter, or any child the employee stands in loco parentis (to the child).
- 3) Employee leave requests for family activities shall be in accordance with appropriate District procedures.

10.189 Leave for Victims of Domestic Qualifying Acts of Violence or Sexual Assault

- 1) A unit member who is a victim of domestic violence, or sexual assault, or qualifying act of violence as defined in Section ~~230.4~~ 12945.8 of the LaborGovernment Code, is entitled to take time off to seek medical attention for injuries, obtain psychological counseling, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence or sexual assault. **[Labor Code does not apply to public employers unless the statute clearly says so. (See *Stone v. Alameda Health Sys.*, (2024) 16 Cal. 5th 1040; *Bath v. State of California* (2024) 105 Cal.App.5th 1184.) Labor Code Section 230.1 does not specifically indicate it applies to community college Districts. However, Government Code Section 12945.8 does apply.]**
- 2) As a condition for taking time off, the unit member shall give the District reasonable advance notice of their intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the District may not take any action against the unit member if the unit member, within a reasonable time after the absence, provides certification that the absence is a result of domestic violence, or sexual assault, or other qualifying act of violence, in the form of a police report, a court order, or medical documentation, or any other form of documentation that reasonably verifies that the qualifying act of violence occurred. The District is required to maintain the confidentiality of any employee’s request for time off pursuant to provision of this law.

[Govt. Code § 12945.8(c)(2).]

623 3) The law does not require the District to compensate the unit member for the
624 time taken off under these circumstances, but the unit member may use
625 vacation, personal leave, or other compensating time off that is otherwise
626 available to the employee.

627
628 **10.1920** **Paid Child-Bonding/Parental Leave**

629
630 1) As provided by Education Code section 88196.1, unit members shall be entitled
631 to parental leave as set forth in this section. For purposes of this section,
632 "parental leave" shall be defined as leave for reason of the birth of the unit
633 member's child, or the placement of a child with the unit member for adoption
634 or foster care within twelve (12) months of the birth or placement.

635
636 2) Unit members shall be entitled to use all current and accumulated sick leave for
637 parental leave, for a period of up to twelve (12) workweeks.

638
639 3) When a unit member has exhausted all current and accumulated sick leave and
640 continues to be absent on account of parental (child-bonding) leave under the
641 California Family Rights Act (CFRA), the unit member shall be entitled to
642 substitute differential or 50% pay, whichever is greater, for any of the remaining
643 twelve (12) workweek period. Such substitute differential or 50% pay shall not
644 count against the five months of substitute differential or 50% pay leave set forth
645 in Section 10.10. In order to use substitute differential or 50% pay, the unit
646 member must be eligible for leave under the California Family Rights Act, except
647 that the unit member is not required to have worked 1,250 hours in the twelve
648 (12) months immediately preceding the leave.

649
650 4) Any leave taken under this section shall count against any entitlement to child-
651 bonding leave and the aggregate amount of leave taken under this section and
652 CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

653
654 5) Leave under this section shall be in addition to any leave taken for pregnancy
655 or childbirth-related disability.

656
657 6) A unit member shall give at least thirty (30) calendar days' notice of the birth of
658 a child and intent to take parental leave under this section, except under
659 extenuating circumstances. Leave shall be taken in increments of at least two
660 (2) weeks' duration except that on two (2) occasions during the twelve (12)
661 month period for which the unit member is eligible for parental leave, the
662 increment may be less than the two-week minimum. Leave under this section
663 must be completed within twelve (12) months of the birth of the child or
664 placement for adoption or foster care.

665
666 7) A unit member returning from paid parental leave shall have the same
667 reinstatement rights as under the FMLA/CFRA (See Section 10.1416(6), Family
668 and Medical Leave).

669
670 ANTELOPE VALLEY COLLEGE FEDERATION
671 OF CLASSIFIED EMPLOYEES, LOCAL 4683

672 ANTELOPE VALLEY COLLEGE DISTRICT

673
674

675

676

677

678

679

680
