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ARTICLE 14 LEAVES OF ABSENCE

14.2.1 A permanent bargaining unit member may request to use up to **ten (10)** ~~seven (7)~~ days of accumulated sick leave in any one (1) fiscal year for personal necessity. This leave shall not accumulate from year to year. The use of sick leave for personal necessity is authorized for any one or all of the following events but not for each. *[District agreeable with ten days but status quo remainder]*

14.2.2 If more than **ten (10)** ~~seven (7)~~ days are taken in any one fiscal year for these purposes, earned vacation time or leave (without pay) shall be used. *[Revise consistent with 14.2.1]*

14.2.6 ~~Prior to the payment of sick leave pay for reasons related to personal necessity, the District shall~~ **may** require completion of the Absence Verification Form (Appendix F).

Employees are required to report the reasons for their absence prior to the start of their leave. If they are unable to do so personally through the absence management system, they must submit written notification. The District may request additional documentation (Appendix F) only if the recorded absence is missing required information in the absence management system. The reason for the absence shall not be altered without prior verification with the employee.

[District agreeable; with revisions]

14.7.1.1 Employees are permitted to care for the family members designated in federal and state law, including up to one "designated person" per 12-month period (rolling forward). CFRA defines "designated person" as "any individual related by blood or whose association with the employee is the equivalent of a family relationship". California paid sick leave statutes define "designated person" as "a person identified by the employee at the time the employee requests paid sick days". [Consensus 5.6.25]

14.7.1.12 During such 12 week period, health and welfare benefits shall continue to be provided to the bargaining unit member in the same manner as if they were performing their regularly assigned duty.

14.7.1.23 All legal eligibility requirements for entitlement to such leave shall apply, with the following two expansions of the federal law minimums.

14.7.1.3.1 A bargaining unit member who has been employed for at least

District Proposal/Counter Proposal to CSEA

9.19.2025

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twelve (12) months AND who has been in a paid status for at least nine hundred (900) hours during the previous twelve (12) months immediately preceding the commencement of leave is eligible for such leave.

14.7.1.2.2 The leave shall be available for a unit member to care for a seriously ill member of their immediate family who is not a parent, child or spouse of the unit member but who is living in the household of the bargaining unit member and who is a legal dependent (for federal income tax purposes) of the bargaining unit member.

14.17 Reproductive Loss Leave

14.17.1 Upon a reproductive loss event, an employee who will be granted a total of five (5) days of unpaid reproductive loss leave. If an employee experiences multiple reproductive loss events within a 12-month period, they may take no more than 20 days total of reproductive loss leave within the 12-month period.

[District not agreeable with new bucket of paid leave, RLL is unpaid unless paid per Gov't C12945.6 unless paid leave is used per 14.7.4 below]

14.17.2 Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible unit member to such leave, except that if, prior to or immediately following the reproductive loss event, the unit member is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act leave, or any other leave pursuant to state or federal law, the unit member must complete their reproductive loss leave within three (3) months of the end date of the other leave.

14.17.3 A "reproductive loss event" 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, as those terms are defined below:

14.17.3.1 "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a unit member who would have been a parent of the adoptee if the adoption had been completed.

14.17.3.2 "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a unit member who would have been a parent of a child born as a result of the surrogacy.

9.19.2025

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14.17.3.3 "Miscarriage" means a miscarriage by a unit member, by the unit member's current spouse or domestic partner, or by another individual if the unit member would have been a parent of a child born as a result of the pregnancy.

14.17.3.4 "Stillbirth" means a stillbirth resulting from a unit member's pregnancy, the pregnancy of a unit member's current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

14.17.3.5 "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a unit member, the unit member's current spouse or domestic partner, or another individual, if the unit member would have been a parent of a child born as a result of the pregnancy.

14.17.3.6 "Assisted reproduction" means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.

14.17.3.7 The definitions for Reproductive Loss Leave should be construed consistent with Government Code section 12945.6.

14.17.3.8 Unit member should provide notice of their need for reproductive loss leave as soon as practicable to Human Resources. The District shall maintain the confidentiality of any unit member requesting leave, and any information provided to the District by a requesting unit member shall not be disclosed except to Human Resources or management, as necessary, or as required by law. The District prohibits retaliation in any form against a unit member who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

14.17.4 Unit members may use any available, applicable paid leave concurrently with reproductive loss leave, including Personal Necessity and Vacation.

[District not agreeable with strike out, leave is unpaid unless using paid leave]