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**TENTATIVE AGREEMENT BETWEEN  
THE COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT  
TO THE COPPER MOUNTAIN COLLEGE FACULTY ASSOCIATION, CTA/NEA  
June 29, 2023**

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The collective bargaining proposals herein by the Copper Mountain Community College District to the Copper Mountain College Faculty Association, CTA/NEA, are made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

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**ARTICLE 18XVIII:  
Leaves**

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**Section 18.1. Definition of Immediate Family:**

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**For purposes of this article, “immediate family” includes:**

- **The employee’s spouse or Registered Domestic Partner,**
- **The following relations for both the employee and his or her spouse or Registered Domestic Partner:**
  - **child/children/step-child/children,**
  - **parents/step-parents-**
  - **siblings/step siblings,**
  - **grandparent**
  - **grandchild**
- **Any person living in the immediate household of the employee.**

**Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member (pursuant to AB 1041, Government Code 12945.2 and Labor Code Section 245.5) upon the need to take a leave.**

**For purposes of this article, “immediate family” means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse or Registered Domestic Partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.**

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**Section 18.2. Family Care Leave:** Eligible Full-time and Part-time Faculty Members shall be granted leave and maintenance of health benefits (if applicable) to the extent provided in the most current version of either the federal Family and Medical Leave Act or the California Family Rights Act. In situations where the laws overlap, whichever law is more beneficial to the unit member shall be applied.

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**Section 18.3. Bereavement Leave:**

**18.3.1 Effective retroactively to January 1, 2023, aA** Full-time or Part-time Faculty Member is entitled to three (3) days of **paid** leave for the death of any immediate family member **and/or** five (5) **paid** days for the death of an immediate family member when travel out of the state of California or of 400 miles round trip is required to attend the funeral. **Faculty members**

53 who receive three (3) days of paid bereavement leave may also use  
54 accrued paid time off (e.g., personal leave or accrued and available  
55 sick leave that is otherwise available to the employee) or unpaid leave  
56 for a total of five (5) days for bereavement. Bereavement Leave in  
57 excess of the authorized amount may be charged to available personal  
58 necessity leave. Additional days off (paid or unpaid) may be requested  
59 by the faculty member.

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61 18.3.2 In addition to immediate family defined in Article 18.1 above,  
62 bereavement leave under this section may also be taken for one  
63 additional person per twelve (12) month period as designated by the  
64 unit member.

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66 18.3.3 Use of this leave shall be taken within three (3) months from the date  
67 of the death of the family member, and need not be taken  
68 consecutively.

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70 18.3.4 Verification

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72 Within thirty (30) days of a request by the District, the bargaining  
73 unit member may be required to provide documentation of the  
74 death of the immediate family member. Documentation includes  
75 death certificate, a published obituary, or written certification of  
76 death, burial, or memorial services from a mortuary, funeral home,  
77 burial society, crematorium, religious institution, or government  
78 agency.

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80 Section-18.4. Jury Leave: A Full-time or Part-time Faculty Member shall be granted leave at  
81 full pay when regularly called for jury duty. As soon as a Full-time or Part-time  
82 Faculty Member receives the order calling the Full-time or Part-time Faculty  
83 Member to jury duty, the Full-time or Part-time Faculty Member must notify the  
84 appropriate Supervisor and attach jury service documentation to the timesheet.  
85 The District shall not discourage employees from accepting jury service. The  
86 District reserves the right to discuss with the Full-time or Part-time Faculty  
87 Member the practicality of seeking exemption and/or deferment when jury  
88 service would materially disrupt District operation or the offering of the Full-time  
89 or Part-time Faculty Member's educational program to students. Fees received  
90 by the Full-time or Part-time Faculty Member, excluding travel and subsistence  
91 expenses, shall be remitted to the District. Any full day of jury service shall  
92 constitute fulfillment of a Full-time or Part-time Faculty Member's duties for that  
93 working day.

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95 Section-18.5. Subpoena Leave: Each Full-time or Part-time Faculty Member shall be granted  
96 leave at full pay when subpoenaed as a witness, other than as a defendant or  
97 plaintiff, in a criminal or civil trial which has resulted directly from an incident  
98 which took place at any District sponsored activity including all class and  
99 laboratory sessions, Associated Students of CMC sponsored events, athletic  
100 contests or required meetings held either on or off the college's campuses. Such  
101 leave shall be restricted to personal appearance under a subpoena issued by a  
102 court of competent jurisdiction, and only in matters as defined above. All leave  
103 for appearance as a witness, other than those described above, shall be granted  
104 only under the provisions of Personal Necessity Leave or with the approval of the  
105 Supervising Administrator as unpaid leave.

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**Section-18.6. Pregnancy Leave:** Pregnancy leave may be taken with or without pay in accordance with California Education Code sick leave provisions and as coordinated with Family and Medical Leave Act (FMLA). Upon written notification, accompanied by verification from a licensed health care provider or person authorized by any well recognized church or denomination to treat people, pregnancy leave of absence will be granted to Full-time or Part-time Faculty Member who is pregnant. Such leave shall be for a term of one academic year or less and shall terminate with the beginning of either the fall or spring semesters. Full-time or Part-time Faculty Members returning from pregnancy leave shall provide the District with at least one calendar months' notice of the Faculty Member's intent to return. A Full-time or Part-time Faculty Member may be returned to a temporary assignment different from that which she left should her return come at a time other than the beginning of a semester. Each Full-time or Part-time Faculty Member returning from pregnancy leave will be required to submit a statement from a licensed California physician attesting to the Faculty Member's fitness to return to duty. Requests for maternity leave shall be submitted to the immediate supervisor at least one month prior to the beginning date of the leave. Full-time or Part-time Faculty Members on unpaid pregnancy leave (other than as provided under FMLA) shall have the right to maintain all fringe benefits by paying the full cost of the premium of such benefits. This leave policy shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other non-industrial illness, injuries or disabilities.

**Section-18.7. Legislative Leave:** Permanent full-time employees elected to the State Legislature shall be granted a leave of absence without pay or benefits except as provided in the next paragraph.

During the term of the leave of absence, the employee may be employed by the District on a less than full-time basis and subject to such terms and conditions, including compensation, as the parties may agree upon.

Within six months after the term of office expires, the employee may return, as his/her election, to the position held at the time of election at the salary level he or she would have been entitled to had the employee not been elected and as a permanent employee.

A person employed to take the employee's place while absent on such leave shall have no right to the position following the employee's return. During the employee's absence, the District may utilize non-tenure track employees, temporary employees or Part-time employees as temporary replacements.

**Section-18.8. Unpaid Leaves:** The Board of Trustees may grant an unpaid leave of absence upon petition of a Full-time Faculty Member. Such unpaid leave, if granted, shall not be counted toward seniority or salary advancement. Such leave does not guarantee that the Faculty Member shall be returned to the same assignment as that which was left. A Faculty Member shall be entitled to return to a position in a class of employment for which the Faculty Member is credentialed or otherwise qualified. Unpaid leaves shall not exceed a term of one year. The Board of Trustees may extend the leave year-to-year for a total leave of not

greater than three (3) years. A Faculty Member must notify the District of the Faculty Member's intent to return or not to return to regular status no later than three (3) calendar months prior to such return. Faculty Members on unpaid leave of absence shall have the right to maintain all fringe benefits by paying the full cost of the premium for such benefits. If a change is proposed in the position held by a Faculty Member prior to going on leave, the returning Faculty Member is entitled to the same prior notice and opportunity as would be afforded any other Faculty Member. Such leaves are not available for the purpose of engaging in outside employment.

**Section 18.9. Sick Leave**

A. Full-time Faculty Members shall accumulate fully paid sick leave days for absence due to injury or illness on the following basis:

<u>Scheduled Days of Service</u>	<u>Credited Sick Leave per Year</u>
170 - 190	10
191 - 210	11
211 - 230	12

A day of sick leave is eight hours.

B. Part-time Faculty Members shall earn one (1) hour of paid sick leave for every eighteen (18) hours worked.

C. Accrued sick leave shall be credited at the beginning of the academic year. If an employee does not take the full amount of accumulated sick leave allowed in the academic year, the amount not taken shall be carried over from year to year.

D. Faculty Members who have exhausted their accumulated leave will be entitled to differential sick leave for a period, when combined with accumulated leave, of up to five months. When using such leave employees will be paid the difference between their salary and the amount paid to a substitute employee or, in the event a substitute is not used, the amount which would have been paid to such substitute employee. In no case shall the Faculty Member receive less than 50% of their compensation.

E. Faculty Members returning to work from sick leave of four (4) days or more, leave involving major surgery or serious accident shall be required to present a doctor's release verifying medical permission to return to work. District may require a physician's or other verification as to an employee's claimed reason for absence, regardless of duration, whenever the District has a reasonable basis for suspecting abuse.

F. Whenever possible, a Faculty Member must contact his/her immediate supervisor as soon as the need to be absent is known; except in cases of emergency, failure to provide adequate notice shall be grounds for denying sick leave with pay.

G. ~~Effective July 1, 2021, a~~An instructional Faculty Member who is absent from scheduled on campus or remote work for two hours or less, shall have

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deducted two hours from accumulated leave. If the absence is more than two hours but less than six hours, four hours shall be deducted from accumulated leave; if the absence exceeds six hours, eight hours shall be deducted from accumulated leave. A non-instructional Faculty Member who is absent shall have deductions made for each hour or portion thereof that he or she is absent.

- H ~~Effective July 1, 2006~~ Full-time Faculty Members who teach an overload shall be granted extra sick leave credit equal to sick leave credit granted to Part-time instructors. Such additional sick leave shall be accumulated and shall be capped at 15 hours, and used only for overload absences. Such additional sick leave shall not accrue toward retirement credit. For Faculty Members electing load banking, load banking does not create an overload and therefore no additional leave will be granted for load banking. Faculty Members utilizing their load bank shall be granted sick leave per Section 18.9A.

**Section 18.10. Industrial Accident or Illness Leave**

- A. Faculty Members are responsible for reporting an industrial accident or illness to their immediate supervisor or Human Resources Office as soon as practicable.
- B. Faculty Members shall be granted paid leave for absences caused by an industrial accident or illness which arose out of and in the course of District employment, and for which he/she is receiving temporary disability benefits under provisions of the Workmen's Compensation Insurance Fund.
- C. Total allowable leave shall be sixty (60) working days for any one (1) industrial accident or illness during any one (1) fiscal year. When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only those days remaining, if any, of the allowable sixty (60) working days leave. Allowable leave shall not be accumulated from year to year.
- D. Industrial accident or illness leave shall begin on the first day of the absence. Industrial injury/illness shall be reduced by one (1) day for each day of authorized absence regardless of compensation awarded under Workers' Compensation. The District may require verification of the need for leave in writing from a doctor.
- E. Upon termination of the industrial accident or illness leave, the employee will be entitled to regular sick leave benefits. An absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the employee continues to receive temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary.
- F. After the exhaustion of regular sick leave benefits, the employee will be entitled to differential pay for a period of time not to exceed five (5) months. Such leave shall be counted as of and run concurrently with the eleventh

260 (11<sup>th</sup>) day of the employee's use of the regular sick leave benefits provided  
261 in Section ~~18.910.5~~ herein. If the employee is receiving temporary disability  
262 payments for Workers' Compensation, the unit member shall be entitled to  
263 use only so much of his/her accumulated leave which, when added to the  
264 Workers' Compensation award, will not exceed a full day's wage or salary.  
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266 G. For purposes of this article, "full day's wages or salary" shall be defined as  
267 the amount of wages or salary to which the employee would have been  
268 entitled to for the day of absence had he or she worked his or her full  
269 shift/assignment.  
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271 H. During any paid leave of absence, the employee shall endorse to the  
272 District the temporary disability indemnity checks received on account of  
273 his/her industrial injury or illness. The District, in turn, shall issue the  
274 employee appropriate salary warrants for payment of the employee's full  
275 salary and shall deduct normal retirement and other authorized  
276 contributions, and the temporary disability indemnity, if any, actually paid to  
277 and retained by the employee for periods covered by the salary warrants.  
278 The responsibility for reporting the receipt and endorsement of temporary  
279 disability indemnity checks to the District Business Office rests solely upon  
280 the employee.  
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282 I. If after all available leave, paid and unpaid, is exhausted and the employee  
283 is not medically able to resume the duties of his or her position, the  
284 employee shall be placed on a re-employment list for a period of thirty-nine  
285 (39) months. When the employee is medically able, during the 39-month  
286 period, he/she shall be returned to employment in a vacant position for  
287 which he or she is credentialed and qualified. The 39-month period shall  
288 commence at the expiration of the five-month period provided above.  
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290 **Section 18.11. Personal Necessity Leave**

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292 A. Full-time and Part-time members may utilize up to seven (7) days of  
293 accumulated sick leave for purposes of personal necessity. Such leave  
294 shall not be available nor used for purpose of extending a holiday,  
295 weekend or vacation, nor for purely personal convenience nor for  
296 withholding services from the District.  
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298 B. Before utilizing such leave and as soon as the need to be absent is known,  
299 the Faculty Member shall arrange leave for a time which is mutually  
300 acceptable to the employee and his/her supervisor and obtain prior  
301 approval from the appropriate supervisor or management employee. The  
302 reasons for which such leave may be taken are listed below. Advance  
303 permission is requested but not required for leave taken under  
304 numbers **1** and **2** below:  
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- 306 1. Death or serious illness of a member of the immediate family;
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- 308 2. Accident, involving the employee or his/her property, or the person  
309 or property of a member of the employee's immediate family;
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- 311 3. Family emergencies;
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- 4. Emergency administration of estate problems involving the employee's immediate family;
- 5. Appearance in a court as a litigant, witnesses, party or under official order other than subpoena or jury duty provided that the District is not an adverse party in the proceedings;
- 6. Matters of compelling personal importance.

**Section 18.12. Parental Leave**

Parental leave is leave for reason of the birth of a child of a Faculty Member, or the placement of a child with a Faculty Member in connection with the adoption or foster care of the child by the Faculty Member.

Faculty Members on Parental Leave are paid differential leave per Section 18.9(D) of this Article after exhausting all accumulated sick leave up to a total of 12 work weeks. **However, a faculty member shall receive no less than 50% of their regular salary for the remainder of the 12-week period after exhausting all accumulated sick leave.**

Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 work weeks do not have to be taken consecutively. This leave must be taken in increments of one work week, or in an established schedule of leave of less than five days per week. The 12 weeks are work weeks, so if a Faculty Member is scheduled to work four days a week, they are entitled to 12 four-day weeks off.


Eligibility: Faculty Members must have been employed by the District for a period of 12 months prior to taking Parental Leave. As Faculty Members, the requirement of 12 months is satisfied by completing two consecutive semesters.

Faculty Members are only entitled to one 12-week period of parental leave in any 12-month period. If both parents are employees of the district, both shall be entitled to take Parental leave.

Signed and entered into this 29th day of June, 2023.

FOR THE DISTRICT

FOR THE CMCFA

  
Randy Erickson (Jun 30, 2023 15:49 PDT)



Jenn Baker

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# 08-TA-Art-18-Leaves-2023-06-29-final

Final Audit Report

2023-07-26

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