

Key: AFT	Key: CCSF
Current contract language	Current contract language
<u>AFT language</u>	<u>District language</u>
~~AFT strikethrough of current contract language~~	~~District strikethrough of current contract language~~
AFT language the District accepts	District language that AFT accepts
Moving party (AFT) rejection of proposed new language	Moving party (District) rejection of proposed new language
<u>Moving party (AFT or District) propose return to current contract language</u>	<u>Moving party (AFT or District) propose return to current contract language</u>

October 5, 2026 | AFT to CCSF | 4:09 PM (17.F.1.1 & 17.R)

October 19, 2026 | CCSF to AFT |

ARTICLE 17 – LEAVES

17.A. General Provisions

1. A leave is an authorized absence from duty for a specific period of time. A leave protects the full-time unit member by holding their place until they return to duty. Unless otherwise indicated herein, pPart-time unit members on leave retain their Article 13-1 reemployment preference right. As indicated herein, some leaves are without pay, some leaves are with partial pay, and some leaves are with full pay.
2. “Unit members” refers to all members of the bargaining unit, both full time and part time, unless otherwise specified.
3. Fringe Benefits – Unless otherwise indicated, unit members on paid leave are eligible for and retain fringe benefits of their position; unit members on unpaid leave shall be eligible for and retain fringe benefits of their position, in accordance with the specific insurance program and carrier requirements, by paying monthly, in advance, to the District Business Office, the full District and employee costs of such benefit programs. Fringe benefits for full-time members on partial load leave shall be in accord with current practice. Unit members must make arrangements with the District Business Office for payment of benefit premiums within 20 working days following notice of approval of leave. Unit members not making such arrangements within 20 days following notice of approval of leave shall have coverage rescinded until they return from leave, unless otherwise indicated herein. Management may make exceptions where individual circumstances warrant. Upon return from unpaid leave, such benefits shall be reinstated.
4. Retirement – The effect of leave on retirement eligibility and/or credit shall be exclusively governed by the State Teachers’ Retirement System, or the San Francisco City & County Employees’ Retirement System, whichever is applicable. Unit members should, prior to requesting leave, determine from the Retirement System sources the effect of such leave. Leave Forms will include the statement, WARNING – EMPLOYEES

SHOULD CHECK WITH THEIR RETIREMENT SYSTEM FOR EFFECTS OF THIS LEAVE ON RETIREMENT ELIGIBILITY/ BENEFITS.

5. Other Benefits – Unless otherwise indicated, time on paid leave shall be counted as time in service for rights and benefits.
6. Notification of Leave
 - 6.1. Except in emergency situations or when waived by management, requests for unpaid leaves longer than 20 working days shall be filed within 10 days following the beginning of the semester for the following semester (e.g., approximately January 30 for a Fall Semester leave or approximately August 30 for a Spring Semester leave).
 - 6.2. Within twenty (20) working days of the request for leave, the Chancellor or designee shall, whenever possible, notify the applicant as to whether or not a recommendation for approval of the requested leave shall be forwarded to the Board of Trustees. Notification of approval or denial shall be provided immediately upon determination by the Board.
 - 6.3. Where short term leave (20 days or less) is requested, such request shall be made no later than 5 working days prior to the requested beginning day of leave.
7. Abridgment of Leave – The District may grant or deny requests for early return from leave or cancellation of approved leave.
8. Return from Leave – Where no leave extension request has been received and granted, and no emergency exists to prevent return on the specified date, failure to return shall result in the following **unless indicated otherwise herein**: District shall begin immediate processing for the securing of a written resignation and/or begin immediate processing for the discharge of such employee. This section shall be printed on District leave forms.

17.C. Sick Leave

1. Accrual Rate
 - 1.1. Sick leave for full-time unit members' illness or injury (only) shall be **frontloaded at the beginning of each fiscal year. Full-time unit members shall be granted full-paid sick leave** at the rate of one day (or the hourly equivalent) per month of service in the academic calendar computed on a contractual basis ten (10) days (or the hourly equivalent) maximum leave annually.

In the Noncredit Program and for all counselors, sick leave for full-time unit members shall be granted in hours rather than days in accordance with the following schedule.

Instructors

=5 hours per day

Counselors	=6 hours per day
Instructionally-related faculty	=7 hours per day

~~1.1.1. If a full-time unit member has not rendered service during the academic calendar because of illness or injury and does not render service during a subsequent academic calendar because of illness or injury, they shall not receive the ten (10) sick days in that subsequent year.~~

1.2. Part-time unit members shall be frontloaded sick leave at the beginning of each fiscal year. Part-time unit members who are paid on an hourly basis shall be granted sick leave hours on the basis of 0.057 times the number of hours of service performed during the academic calendar. Part-time unit members who are paid by load shall be granted sick leave hours on the basis of 0.057 times the number of scheduled instructional hours. Part-time sick leave is subject to the following limits:

1.2.1. Use an Accrual of Sick Leave – Sick leave may be used at any time ~~after it is earned~~, provided it is used in one hour increments. (Sick leave may be used in one-half (½) hour increments only when a full assignment is missed and that assignment is one which is regularly scheduled in one-half (½) hour blocks (e.g. 1½ hours, 2½ hours, etc.)).

1.2.2. For purposes of converting part-time hours to LTS days or full-time days: Number of part-time hours accumulated sick leave divided by hours of average daily workload as a full-time unit member within the department/discipline assigned equals full-time days accumulated.

1.2.3. For purposes of converting LTS days to part-time hours: Number of LTS days accumulated sick leave times hours of average daily teaching load as an LTS equals part-time hours accumulated.

1.3. Sick leave shall be earned only for assignments performed during days of service in the academic calendar year up to a maximum ten (10) days or the equivalent in hours, except in overload/extra-pay assignments. For purposes of this Article, an overload/extra-pay assignment is an additional assignment during the days of the academic calendar granted to a full-time unit member in addition to their contractual workload. Overload/extra-pay assignments shall not accrue sick leave.

Nothing contained herein shall be interpreted as granting to any full-time unit member the right to an overload/extra-pay assignment.

1.4. Usage – ~~Current and a~~Accumulated full-paid sick leave may be used at any time during the school year for any assignment, except for overload as stated in 17.C.1.3 preceding.

In the Credit Program only, a full-time unit member who is absent and takes sick

leave for an amount of time less than or equal to one-half (½) of a particular day's assignment shall be charged with only one-half (½) day of sick leave.

In the Noncredit Program and for all counselors, a unit member who is absent and takes sick leave shall be charged in hours rather than days

~~1.5. Unpaid Leave — A unit member who is on unpaid leave, in accordance with the provisions of Section 17.B et seq., shall retain all accumulated sick leave, but shall not accrue any additional sick leave benefits during such periods of absence.~~

~~1.6. Paid Leave — Unit members on paid leave, except those on sabbatical or industrial accident or illness shall accumulate sick leave benefits in accordance with this Article.~~

2. Earned sick leave which is not used ~~may~~ shall be accumulated indefinitely from one year of service to the next year and may be used as required during such subsequent years of service. Part-time unit members' accumulated but unused sick leave is lost after a break in service as defined in Article 13-1.H.

~~2-3.~~ Pursuant to California's "Kin Care" law codified in Labor Code section 233, a unit member may use up to half of their yearly sick leave entitlement when otherwise unpaid family medical leave is taken to care for an ill spouse, domestic partner, child, or parent.

~~3-4.~~ Full-time unit member credit for sick leave of absence need not be accrued prior to taking sick leave, and such leave may be taken at any time during the school year, not to exceed the balance of the member's ~~full-paid current and accumulated~~ sick leave entitlement through June 30 of that fiscal year.

~~3-1-4.1~~ Part-time unit members who are paid by load need not have accrued sick leave credit prior to taking sick leave, and such leave may be taken at any time during the semester, not to exceed the balance of the member's ~~full-paid current and accumulated~~ sick leave entitlement through the end of that semester.

~~4-5.~~ Transfer of Sick Leave Credit (from outside the District)

~~4-1-5.1~~ Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations of the Education Code.

~~4-2-5.2~~ It shall be the responsibility of the unit member to notify the Human Resources Department, in writing, of the name and address of the District by whom they were last employed, and request credit for the accumulated leave of absence for illness or injury to which they are, or were, entitled at the time of separation.

~~5-6.~~ The District shall continue its practice of reporting a running total of accumulated sick leave on pay advice notices for unit members.

~~6-7.~~ A unit member utilizing sick leave benefits under provisions of this section shall provide the District with a signed "Faculty Application for Leave Allowance" form. In all cases of

absence due to illness/accident not exceeding the number of continuous days of absence in the following table, the Manager or Supervisor approval signature shall be deemed as certifying the absence of the unit member, and authorizing sick leave usage, if available. Failure to sign or refusal to sign shall be for good and sufficient cause.

A signed certification from a health care provider verifying that there was an illness/accident and the ability to return to work may be required in accordance with the following table, or if the employee has demonstrated a chronic, persistent, or patterned use of sick leave indicating possible misuse and/or the employee shows a pattern of failing to notify their Department of illness-related absences. Should absence continue in excess of one month, an additional certification from the health care provider must be filed each succeeding month, **unless the absence is an approved leave of absence under the Family Medical Leave Act and/or the California Family Rights Act, or due to pregnancy, childbirth, miscarriage, termination of pregnancy, or a related medical condition.**

“Health care provider” **for the purposes of Subdivision 17.C.** is defined as: a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, nurse- midwife, clinical social worker, and physician assistants who are authorized to practice by the State and performing within the scope of their practice as defined by State law, a Christian Science practitioner, or any provider from whom the employee's health plan will accept medical certification to substantiate a claim for benefits.

6-1-7.1 The number of days of continuous absences upon which a doctor's certificate may be required shall be in accordance with the following:

No. of Days/Week of Assignment	No. of Continuous Days of Absence upon which a Doctor's Certification may be Required
6	6
5	6
4	5
3	4
2	3
1	2

7-8. Sick leave may be utilized by any unit member placed under quarantine on the same basis as though this person has been ill.

8-9. Unit members upgraded from part-time to full-time, from part-time to long-term substitute, from long-term substitute to full-time, or reverting from long-term substitute back to part-time shall retain all sick-leave accruals from their previous District assignment(s).

17.D. Partially Paid Sick Leave

When a full-time unit member (excluding full-time temporary) has exhausted their **current year's entitlement of full-paid** sick leave benefits and is subsequently absent from work because of illness or accident for a period of one hundred (100) days or less, whether or not the absence

arises out of or in the course of their employment, the employee shall receive fifty percent (50%) of their regular salary during the period of such absence up to a maximum of one hundred (100) work days within an academic year. **The 100 day period begins upon the exhaustion of the unit member's current allotment of full-paid sick leave, but runs concurrently with a unit member's accumulated full-paid sick leave.**

17.F. Personal Emergency/Necessity Leave

1. A Unit member shall be granted up to a maximum six (6) days leave of absence in any school year, at their election, in cases of personal emergency/necessity, where such leaves can be deducted from the employee's accumulated sick leave.
 - 1.1 Personal Emergency Leave. Prior notice or management approval is not required for Personal Emergencies of serious illness or death of a member of their immediate family or an accident involving their person or property, or the person or property of a member of their immediate family, **or temporarily falling out of status or experiencing civil detention by immigration authorities of the person or their immediate family as long as the employee remains authorized to work in the United States.** "Immediate family" will be interpreted to mean the mother, father, daughter, son, sister, brother, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son-in-law, daughter-in-law, of the employee, or any person living in the immediate household of the employee.
 - 1.2 Personal Necessity Leave. Personal business of a compelling nature, religious holidays and appearances in court as a litigant require prior management approval.
 - 1.3 Where such leave can be deducted from the employee's accumulated sick leave and such use does not exceed the six (6) day maximum within one academic year, personal emergency/necessity leave may be used, upon prior notice to management, where there is a death of a person with whom the employee has had a significant relationship of long standing and such person is not a member of the immediate family as defined in this section.
2. An employee utilizing Personal Emergency/Necessity Leave under the provisions of this section shall fill out and sign the "Faculty Application for Leave Allowance" form. For Personal Necessity leave, District agrees to provide a notice with Personal Necessity Leave forms informing employees that they may submit forms directly to the appropriate administrator in a sealed envelope in order to assure confidentiality. Such forms will be viewed only by the persons required for approval, and shall be placed in the appropriate files.
3. The number of continuous days of personal emergency leave allowable shall be in accordance with the following:

No. of Days/Week of Assignment	No. of Consecutive Assignment Days of Leave

5	6
4	5
3	4
2	3
1	2

17.G. Parental & Pregnancy Disability Leave (PDL)

1. Pregnancy Disability Leave

1.1 Beginning January 1, 2027, unit members shall be entitled to up to fourteen (14) weeks of full-paid leave when the employee is required to be absent due to pregnancy, miscarriage, childbirth, termination of pregnancy, or related medical conditions. The length of such leave is to be determined by the unit member and the unit member's physician. The full-paid pregnancy disability leave shall be exclusive of all other leave entitlements, including full-paid sick leave, 50% pay extended illness leave, leave under the Family Medical Leave Act (FMLA), and leave under the California Pregnancy Disability Leave Act (PDLA). If a unit member requires, as verified by the unit member's physician, more than fourteen (14) weeks of leave due to pregnancy, miscarriage, childbirth termination of pregnancy or related medical conditions, the unit member shall be entitled to use other available leave balances, such as full-paid sick leave, 50% pay extended illness leave, FMLA leave, and PDLA leave, beginning upon the exhaustion of the fourteen (14) weeks of paid pregnancy disability leave.

1.1.1. For part-time unit members, the amount of paid leave per week, subject to a maximum of 14 weeks, shall be calculated in accordance with the following:

1.1.1.1 If the part-time employee works a fixed number of hours per week, the employee shall receive weekly pay for the total number of hours the employee is normally scheduled to work for the District.

1.1.1.2 Except as provided below, if the part-time employee does not work a fixed number of hours per week, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the six-month period immediately preceding the date that the employee began their paid leave.

1.1.1.3 If the part-time employee has been employed for less than six (6) months, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the entire period of that employment preceding the date that the employee began their paid leave.

~~1.1.1.2~~ Prior to January 1, 2027, a unit member who is absent from duties because of disability caused by or contributed to by pregnancy, miscarriage, childbirth, or

recovery therefrom has the right to ~~up to four months of~~ Pregnancy Disability Leave (PDL), ~~the length of which shall be determined by the unit member and the unit member's physician.~~ Up to six weeks of PDL is District-paid leave and not deducted from sick leave. To utilize PDL before or after the delivery date, the employee shall be required, within six (6) weeks post-delivery, to provide a physician's statement as to the expected length of disability/ability to return to work. Should circumstances cause a re-evaluation of the expected length of disability/ability to return to work, an additional statement from the physician shall be required. A unit member who requires leave beyond six weeks and provides documentation from her physician shall have the right to utilize ~~full-paid~~ sick leave, unpaid leave, or provisions of 17.D above for the additional time off required. ~~PDL shall run concurrently with the four months of unpaid leave under the PDLA, and with the 12 workweeks of leave under FMLA, if the employee is eligible. This subsection expires on December 30, 2026.~~

~~1.2-1.3 PDL and full-paid pregnancy disability leave are is not intended to be used as child care leave., which is an unpaid leave. PDL is separate from Family Medical Leave (FMLA), to which a full-time unit member may be entitled. (See Article 17.H, Family Medical Leave.) Part-time unit members are not eligible for FMLA but may be eligible for extended District-paid medical and dental benefits (see Article 21.B.1.4) and may have a reemployment preference right (see Article 13-1.G).~~

1.4 The District shall maintain group health coverage for an employee who takes a leave of absence under this section for the duration of the leave of absence at the same level and under the same conditions that coverage would have been provided if the employee had not taken a leave of absence.

2. Paid Parental Leave

2.1. Faculty may take up to 12 workweeks of parental leave within a 12-month period for the birth of a child, or the placement of a child with the faculty member in connection with the adoption or foster care of the child.

2.1.1. Faculty may use ~~full-paid current and accumulated~~ sick leave for up to 12 weeks' worth of paid parental leave.

2.1.2. Once the faculty's sick leave has been exhausted, the remaining leave will be paid at a rate of 50% of the faculty member's regular salary.

2.1.3. For part-time faculty, regular salary for the purpose of this provision shall be based on their modal load as defined in Article 13-1, or if no modal load has been established, their assigned load for the semester in which the leave was requested, so long as the instructor has a regular instructional or non-instructional assignment in the semester the leave will commence.

2.2. Parental leave may be taken in the form of a reduced leave schedule or an

intermittent leave, as described in 17.H.4.3. As in section 2.1, sick leave may be used for this leave. The remainder of the leave will be paid at 50% of the faculty member's regular salary.

2.2.1. For part-time faculty, conversion of weeks of leave to reduced load and determination of their regular salary will be based on their modal load as defined in Article 13-1, or if no modal load has been established, their assigned load for the semester in which the leave was requested, so long as the instructor has a regular instructional or noninstructional assignment in the semester the leave will commence.

2.3. For ~~full-time eligible~~ faculty, paid parental leave under this section runs concurrently with ~~leave under FMLA or under the California Family Rights Act (CFRA) Family Medical Leave~~ taken for the same event under section 17.H.

2.4. In addition to the leave described above, a faculty member who is assigned to teach a summer class and becomes a parent between the time the assignment was made and the end of the summer session may take unpaid leave during the summer session, without loss of sick leave or other benefits. Faculty members using this option may additionally use leave provisions in accordance with Article 17.H. This unpaid leave does not count towards leave the faculty member would already have been entitled to under 17.G.2.1, 17.G.2.2, and other applicable provisions of Article 17.

17.H. Family Medical Leave

1. Family and Medical Leave is granted to an eligible unit member as provided in the Family Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.) (FMLA) and the California Family Rights Act of 1991 (Government Code § 12945.2) (CFRA). Eligible unit members shall be entitled to twelve (12) workweeks of leave for a qualifying reason (or twenty-six (26) workweeks to care for a parent, spouse, child, or next of kin injured in active military duty as specified by law) in a twelve (12) month period. The twelve (12) month period shall be defined as a rolling 12-month period running backward from the date the leave is first used.

~~1-2.~~ Eligibility

~~1-1.2.1. To be eligible for leave under this section, the unit member must have been employed by the District for at least 12 months and must have provided 1,250 hours of services in the 12-month period immediately preceding the commencement of the leave. Full-time unit members who have been employed by the District for a total of at least fifty-two (52) weeks, whether or not those weeks were consecutive, and who were employed at more than a 67% load during the past year, shall be eligible for Family Medical Leave.~~

~~1-2. Part-time unit members are ineligible for leave under this Article. However, they may have certain reemployment preferences under Article 13-1.G, and (2) be eligible for District-paid medical and dental benefits pursuant to Article 21.B.1.4.~~

~~2-3.~~ Use of Sick Paid Leave

- ~~23.1.~~ A full-time unit member shall use accrued sick leave as part of any Family Medical Leave taken because of the employee's own serious health condition, except when the employee is receiving compensation pursuant to a disability plan or workers' compensation benefits. The District and ~~employee may agree to~~ shall allow the use of accrued sick leave to supplement disability or workers' compensation benefits in circumstances when said benefits only provide partial replacement of an employee's income.
- ~~2-3.2.~~ FMLA/CFRA leave shall run concurrently with available and applicable paid leaves. Employees must use all available paid leave balances (e.g., accrued sick leave or other applicable paid leave) before taking unpaid leave.
- ~~2-3.3~~ Pursuant to California's "Kin Care" law, ~~codified in Labor Code section 233,~~ a ~~full-time~~ unit member may use up to ~~half five days~~ of their yearly sick leave entitlement when otherwise unpaid family medical leave is taken to care for an ill spouse, domestic partner, child, or parent. Additional accrued sick leave may be used for Kin Care or other types of Family Medical Leaves by mutual agreement between the District and the employee.
- ~~2-3.3.4~~ Use of accrued sick leave during otherwise unpaid family medical leave does not extend the amount of leave allowed.

~~3.~~ Events for Which Leave will be Granted — Family Medical Leave will be granted to eligible full-time unit members in the following circumstances:

- ~~3.1.~~ For the birth of a child of the employee, and for the care of the newborn child of the employee;
- ~~3.2.~~ For the placement of a child with the employee in connection with the adoption or foster care of the child by the employee;
- ~~3.3.~~ For the care of a family member of the employee who has a serious health condition, including both physical and psychological care. For purposes of this Article, "family member" is defined as the child, parent, spouse or domestic partner of the employee;
- ~~3.4.~~ Due to the serious health condition of the employee which makes the employee unable to perform the essential functions of his or her position. A "serious health condition" of the employee includes any illness, injury, impairment, or physical or mental condition that involves any of the following:
 - ~~3.4.1.~~ A period of incapacity or treatment in connection with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility.
 - ~~3.4.2.~~ A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the

same condition that also involves the following: treatment two (2) or more times by a health care provider within thirty (30) days of the first day of incapacity, or treatment by a health care provider on at least one (1) occasion which results in continuing treatment under the health care provider's supervision. An in-person visit is required to the health care provider, and the first visit must take place within seven (7) days of the first day of incapacity.

3.4.3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which requires periodic visits (at least twice per year) to a health care provider for treatment, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity (such as asthma, diabetes, epilepsy.)

3.4.4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, terminal stages of a disease). The employee or family member must be under the continuing supervision of a health care provider but need not be receiving active treatment.

3.4.5. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical treatment, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), or kidney disease (dialysis.)

3.4.6. Routine physical examinations and voluntary or cosmetic treatments which are not medically necessary are not "serious medical conditions" unless inpatient hospital care is required.

3.5. For a "qualifying exigency" arising out of the fact that an employee's spouse, domestic partner, child or parent is on active duty or has been notified of an impending call or order to active duty ("qualifying exigency leave").

3.5.1. Qualifying exigency leave is limited to relatives of National Guard and Reserve service members and of Armed Forces retirees who are in federal service. It does not apply to relatives of the Regular Armed Forces on active duty because those individuals, according to federal law, do not serve under a call or order to active duty.

3.5.2. For purposes of qualifying exigency leave, "child" means the employee's biological, adopted or foster child, stepchild, legal ward, or a child for which the employee stood in loco parentis, who is of any age.

3.5.3. The following are examples of a "qualifying exigency," so long as the need for leave relates to active military duty or a call to active duty: (1)

addressing issues arising from a short notice deployment (defined as seven (7) days or less); (2) attending military sponsored events; (3) arranging childcare or participating in school activities; (4) making or updating financial or legal arrangements; (5) attending counseling; (6) spending time with a service member who is on short term rest and recuperation leave during the period of deployment (leave limited to up to five (5) days for each instance of rest and recuperation); (7) participating in post deployment activities, such as arrival ceremonies, reintegration briefings and other military sponsored events for a period of ninety (90) days following the termination of the active duty status; and (8) addressing other issues arising out of the active duty or call to active duty provided that the District and employee agree such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

3.6. To care for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness if the employee is the spouse, domestic partner, child, parent or next of kin of the service member (“military caregiver leave”).

3.6.1. Military caregiver leave does not apply to relatives of former members of the Armed Forces, National Guard and Reserves or those on the permanent disability retired list.

3.6.2. For purposes of military caregiver leave, “next of kin” means the nearest blood relative other than the service member’s spouse, domestic partner, parent or child, in the following order: blood relatives who have been granted legal custody of the service member by court decree, siblings, grandparents, aunts and uncles, and first cousins, unless the service member has designated in writing another blood relative as his or her nearest blood relative.

3.6.3. For purposes of military caregiver leave, a “serious injury or illness” is an injury or illness incurred by a service member in the line of duty on active duty that renders the service member unfit to perform the duties of his or her position.

3.6.4. For purposes of military caregiver leave, “child” means the employee’s biological, adopted or foster child, stepchild, legal ward, or a child for which the employee stood in loco parentis, who is of any age.

4. Amount of Leave — The length of leave depends upon the type of Family Medical Leave taken.

4.1. Full time unit members who are eligible for Family Medical Leave are entitled to take up to twelve (12) weeks of leave in a twelve (12) month period when the leave is taken for the following reasons: (1) birth of an employee’s child; (2) placement of a child with the employee for adoption or foster care; (3) to care for a family member with a serious health condition; (4) due to the employee’s

own serious health condition; and (5) due to a qualifying exigency arising from an employee's family member being on active duty or called to active duty. The twelve (12) month period shall be a rolling 12-month period running backward from the date the leave is first used.

4.2. Full-time unit members who are eligible for Family Medical Leave are entitled to take up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period to care for a family member who is a current military service member and has suffered a serious injury or illness in the line of duty.

4.2.1. The single twelve (12) month period begins the first day an employee takes leave and ends twelve (12) months after that date. If an eligible employee does not take all of his or her twenty-six (26) weeks of military caregiver leave entitlement during the single twelve (12) month period, the remaining part of the twenty-six (26) weeks of leave entitlement is forfeited.

4.2.2. An eligible employee is entitled to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Thus, for example, an eligible employee may, during the single 12-month period, take 16 weeks of military caregiver leave and 10 weeks of leave to care for a newborn child. However, the employee may not take more than 12 weeks of leave to care for the newborn child during the single 12-month period, even if the employee takes fewer than 14 weeks of military caregiver leave.

4.3. Employees may take leave in a single block, intermittently, or by a reduced leave schedule. "Intermittent leave" is defined as leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time. "Reduced leave schedule" is defined as a leave schedule that reduces the employee's usual number of hours per workweek or workday.

4.3.1. Intermittent leave or reduced leave schedule may be taken for the serious health condition of the employee, to care for a family member with a serious health condition, or to care for a seriously ill military service member where the patient's health care provider certifies that the serious health condition warrants this type of leave.

4.3.2. Qualifying exigency leave may also be taken on an intermittent or reduced leave schedule.

4.3.3. If the employee requests intermittent leave or reduced schedule leave because of their serious health condition, to care for a family member with a serious health condition, to care for a seriously ill service member, or if the District agrees to permit such leave for the birth of a child or placement of a child for adoption or foster care, the District may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which has equivalent pay and benefits and better accommodates the recurring periods of

~~leave than the employee's regular position.~~

~~4.3.4. The employee shall make all reasonable efforts to structure their leave request to balance the need for family medical leave with the needs of the instructional program.~~

~~4.4. Interaction of FMLA with Pregnancy Disability Leave (Article 17.G) — An employee who takes Family Medical Leave for the birth of a child may also take pregnancy disability leave for any period up to four (4) months during which she is physically disabled due to the pregnancy or childbirth. The pregnancy disability leave is in addition to the maximum Family Medical Leave and may be paid for and taken in the manner described in Article 17.G.~~

~~5. Benefits~~

~~5.1. During the period of a full-time unit member is on Family Medical Leave, the District will maintain the employee's coverage under all health plans to the same extent as if the employee were not on leave.~~

~~5.2. Employees on unpaid Family Medical Leave shall be entitled to participate in other benefit plans to the same extent as employees who take other types of unpaid leave.~~

~~5.3. The District shall cease providing benefits when the employee's Family Medical Leave is exhausted or whenever the employee informs the District that he or she does not intend to return from leave.~~

~~5.4. If an employee exhausts his or her Family Medical Leave and does not return to work, the employee must repay the benefit premiums paid by the District during the period of unpaid leave. In such circumstances the District may make a deduction from any sums due the employee, to cover the cost of the premiums, in accordance with the District's Salary Overpayment Standard Operating Procedure and State wage garnishment laws. The employee is not required to repay the premiums where the failure to return to leave is due to the following:~~

~~5.4.1. The continuation, recurrence, or onset of a serious health condition of the employee or a family member which would entitle the employee to Family Medical Leave, were his or her leave not exhausted. The employee must provide certification of the condition from the patient's health care provider within thirty (30) days; or~~

~~5.4.2. Other circumstances beyond the employee's control, such as the unexpected job transfer of a spouse or the serious health condition of a person other than a defined family member, who requires the employee's care. The employee shall provide verification of these circumstances within thirty (30) days.~~

~~5.4.3. An employee's desire to stay with a family member for whom care is no~~

longer medically necessary, or a parent's desire to remain home with a newborn child are not "other circumstances beyond the employee's control."

- 5.5. ~~Full-time unit members on Family Medical Leave remain employees of the District and the leave will not constitute a break in service.~~
- 6. ~~Verification—Before a Family Medical Leave will be granted, the full time unit member must provide written certification supporting the need for the family medical leave as follows:~~
 - 6.1. ~~If leave is requested due to the employee's serious health condition, the employee's health care provider must certify the date of commencement and probable duration of the condition and the employee's inability to perform essential job functions. If intermittent or reduced schedule leave is sought, the certification should indicate the medical necessity for such leave and its expected duration. The certification may not disclose the nature of the condition.~~
 - 6.2. ~~If leave is requested to care for a family member with a serious health condition, the family member's health care provider must provide certification of the date of commencement and probable duration of the serious health condition and a statement that the serious health condition warrants the participation of a family member. If intermittent or reduced schedule leave is sought, the certification should indicate the medical necessity for such leave and its expected duration. The certification may not disclose the nature of the condition.~~
 - 6.3. ~~"Health care provider" is defined as: a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, and physician assistants who are authorized to practice by the State and performing within the scope of their practice as defined by State law, a Christian Science practitioner, or any provider from whom the employee's health plan will accept medical certification to substantiate a claim for benefits.~~
 - 6.4. ~~If leave is requested for a qualifying exigency arising from active duty or a call to active duty, the employee must provide a copy of the military member's active duty orders. The employee will also be required to submit a certification setting forth the following information: (1) the name of the service member; (2) the employee's relationship to the service member; (3) the reason for requesting qualifying exigency leave; (4) the date on which the qualifying exigency commenced or will commence; (5) the probable duration of the qualifying exigency leave; (6) if intermittent leave or reduced schedule leave is required, the anticipated frequency and duration of the leave; and (7) if the qualifying exigency involves meeting with a third party, the certification should include contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.~~

- 6.5. If military caregiver leave is requested, the employee must provide a certification from a health care provider setting forth the following: (1) whether the service member's injury or illness was incurred in the line of duty on active duty; (2) the approximate date on which the serious injury or illness commenced and its probable duration; (3) whether the injury or illness renders the service member unfit to perform his or her duties; (4) whether the service member is receiving medical treatment, recuperation or therapy; (5) information sufficient to establish the service member is in need of care and the estimated duration of the need for care; and (6) if intermittent leave or reduced schedule leave is required for medical appointments, the medical necessity for the service member to have such periodic care and an estimate of the frequency and duration of the treatments.
- 6.5.1. The military caregiver leave certification must be completed by one of the following: a United States Department of Defense (DOD) health care provider; a United States Department of Veterans Affairs health care provider; a DOD TRICARE network authorized private health care provider; or a DOD non-network TRICARE authorized private health care provider.
- 6.5.2. The employee may also be required to provide a further certification containing the following information: (1) the name of the service member; (2) the relationship of the employee to the service member; (3) whether the service member is a current member of the Armed Forces, National Guard or Reserves, and the service member's military branch, rank, and current unit assignment; (4) whether the service member is assigned to a military medical facility and the name of the facility; (5) whether the service member is on the temporary disability retired list; and (6) a description of the care to be provided to the service member and an estimate of the duration of the leave.
- 6.5.3. In lieu of such certification, the District will accept "invitational travel orders" ("ITOs") or "invitational travel authorizations" ("ITAs") issued to a family member to join an injured or ill service member at his or her bedside.
- 6.6. The District may require recertification of the employee's serious health condition on a reasonable basis if additional leave is requested.
- 6.7. When an employee requests leave for his or her own serious health condition and the District has reason to doubt the validity of the certification, it may require, at its expense, that the employee obtain the opinion of a second health care provider designated or approved by the District, who is not regularly used or employed by the District. If the second opinion differs from the first, the District may require, at its expense, that the employee obtain the opinion of a third health care provider jointly selected by the District and the employee. The third opinion shall be final and binding.

- ~~6.8. Family Medical Leave runs concurrently with paid sick leave, and verification requirements shall be consistent with paid sick leave under Article 17.C.~~
- ~~7. Notice by the Full-Time Unit Member — Full-time unit members shall provide the District with reasonable advance notice of the need to take Family Medical Leave and its estimated duration. Leave shall not be denied for failure to give advance notice when the lack of notice is due to an emergency or otherwise unforeseeable situation.~~
- ~~7.1. If the employee becomes aware of the need for a leave more than thirty (30) calendar days in advance, the employee shall give reasonable written notice, which shall usually be thirty (30) days.~~
- ~~7.2. If the employee becomes aware of the need for a leave less than thirty (30) calendar days in advance, the employee shall give written notice within five (5) working days after becoming aware of the need for the leave, where that is possible.~~
- ~~7.3. If the leave is needed for a planned medical treatment or planned supervision of a family member with a serious health condition, the employee shall give reasonable advance notice of the leave and may be requested to meet with the District's designee to discuss scheduling to minimize disruption to District operations. Any such scheduling shall be subject to the approval of the health care provider.~~
- ~~8. Reinstatement — Upon return from Family Medical Leave, a full-time unit member will be reinstated to the position he or she held prior to the commencement of the leave or to an equivalent position, subject to the following:~~
- ~~8.1. If the leave was due to the employee's serious health condition which prevented him or her from performing the essential functions of the job, the employee may be required to provide verification of his or her ability to work pursuant to Article 17.C.6.~~
- ~~8.2. An employee has no greater right to reinstatement than if the employee had been continuously employed during the Family Medical Leave. Therefore, the District may deny reinstatement if the employee would have been laid off or otherwise terminated during the Family Medical Leave for reasons unrelated to the leave.~~

17.I. Industrial Accident and Illness Leave (Work-Related)

For accident or illness which is job-incurred, unit members shall be provided leave benefits under the following provisions:

1. Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave shall commence on the first (1st) day of absence.
4. When a unit member is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to their temporary disability indemnity under Division 4 (commencing with Section 3201) or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to them of not more than their full salary. The phrase "full salary" as utilized in this section shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident illness leave due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of that industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to him/her of not more than their full salary.
8. During any paid leave of absence, the District will issue the employee appropriate salary warrants for payment of the salary including, where appropriate, temporary disability indemnity, and will deduct normal retirement and other authorized contributions; all without the necessity of preparing and issuing a temporary disability indemnity check to the employee who then endorses it to the District.
- ~~9. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Board of Trustees authorizes travel outside the state.~~
- ~~10~~ 9. Re-employment (Following Leave Exhaustion)
 - ~~10~~ 9.1. When a permanent employee has been on an extended leave due to industrial accident or illness, and, all leaves are exhausted, paid or unpaid, they will be placed on a reemployment list for a period of thirty-nine (39) months. If at any time, during the thirty-nine (39) months, the employee is able to assume the duties of their position, they will be reemployed in the first (1st) vacancy in the classification of their previous assignment. Upon resumption of his/her their duties, the break in service will be disregarded and they will be fully restored as a permanent employee.

17.J. Bereavement Leave

1. Unit members shall be granted, without loss of salary, sick leave or other benefits, on the account of death of any member of the employee's family, one of the following per occurrence:
 - 1.1. Leave of absence not to exceed five (5) days, per occurrence on account of death of any member of the employee's immediate family, if such leave is completed within ~~90 calendar days~~ **three months** of the family member's death, in accordance with CA Government Code 12945.7.
 - 1.2. ~~Leave of absence not to exceed~~ **Three (3) days of the bereavement leave, or five (5) days if out-of-state travel is required, shall be with full pay, which shall not be deducted from the employee's leave banks. In accordance with California Education Code section 87788. If an employee is only entitled to three (3) days of paid bereavement leave, the employee may use Personal Emergency/Necessity leave, full-paid accrued and available sick leave, or other paid leave to remain in paid status for the remaining two (2) days of bereavement leave. ,if such leave is completed between 91 and 180 calendar days of the family member's death.**
2. "Member of the immediate family," as used in this section, means the parent, child, sibling, grandparent, or grandchild of the employee or of the employee's spouse or domestic partner, and the spouse, domestic partner, spouse or domestic partner of a child, or any person living in the immediate household of the employee.

17.L. Reproductive Loss Leave

1. Upon a reproductive loss event, all unit members who have been employed by the District for at least 30 days will be granted a total of five (5) days of reproductive loss leave. If an eligible unit member experiences multiple reproductive loss events within a 12-month period, the unit member may take no more than 20 days total of reproductive loss leave within the 12-month period. 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.
2. 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:
 - 2.1 "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.

- 2.2 “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.
- 2.3 “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.
- 2.4 “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.
- 2.5 “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.
- 2.6 “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.

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

- 3. 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.
- 4. Unit members may use available paid leave concurrently with reproductive loss leave, including Personal Necessity. Reproductive loss leave shall be in addition to any leave used by a unit member for pregnancy-related disability.

17.M. Leave for Victims of Qualifying Acts of Violence

- 1. Employees shall be entitled to leave pursuant to Government Code section 12945.8 when an employee is a victim of, or has a family member who is a victim of, qualifying acts of violence. Government Code section 12945.8 allows employees who are victims or who have a family member who was a victim and who is deceased as a result of the qualifying act of violence to take up to twelve (12) weeks of leave and employees who have a family member who is a victim to take up to ten (10) days of leave.
- 2. A qualifying act of violence includes:

- 2.1 Domestic violence
- 2.2 Sexual assault
- 2.3 Stalking
- 2.4 An act, conduct, or pattern of conduct that includes:
 - 2.4.1 An individual causing bodily injury to another;
 - 2.4.2 An individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon against another; or
 - 2.4.3 An individual using or making a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.
- 3. Leave under this section may be taken for any of the following reasons:
 - 3.1 To obtain or attempt to obtain any relief for a family member, including but not limited to a temporary or permanent restraining order, or other injunctive relief, to ensure the health, safety, or welfare of the family member of the victim.
 - 3.2 To seek, obtain, or assist a family member to seek or obtain; medical attention to recover from injuries; services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency, or psychological counseling or mental health services; related to qualifying acts of violence (as defined above).
 - 3.3 To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
 - 3.4 To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing permanent housing or enrolling children in a new school or childcare. In circumstances where the employee is not the victim and the family member who is a victim is not deceased as a result of the crime, the leave taken for this reason is limited to five days.
 - 3.5 To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
 - 3.6 To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services; to attend any civil, administrative, or criminal legal proceedings, or to provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult; related to, or as a result of, a qualifying act of violence.
 - 3.7 To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

4. "Family member" for the purposes of this section includes spouse, parent, parent-in-law, child, grandparent, grandchild, sibling, registered domestic partner, and designated person.
5. The employee shall provide reasonable advance notice prior to taking leave under this section unless advance notice is not feasible. The District may require an employee to provide certification of the need for leave under this section.
6. Employees taking leave under this section may use any paid leave available to the employee. If the employee has no paid leave available, leave under this section will be unpaid.
7. Leave under this section shall run concurrently with FMLA and/or CFRA leave, if the leave under this section is for a qualifying reason under FMLA and/or CFRA, and the employee is eligible.

~~17.L.~~ 17.N. Sabbatical Leave – Full-Time Tenured Unit Members

~~17.M.~~ 17.O. Professional Growth Leave

~~17.N.~~ 17.P. Partial Load Leave

~~17.O.~~ 17.Q. Pre-Retirement Workload Reduction For Full-Time Unit Members

State law allows pre-retirement reduction of workload in accordance with Education Code Section 87483 and 22713. These provisions are to remain effective only if legislation continues to permit such reductions under the same terms and conditions.

1. Age Requirement – The employee must be fifty-five (55) or above to be eligible for a reduction in workload according to this provision.
2. Initiation of Request – The option of reduced-load employment shall be made by the employee and can be revoked only with the mutual consent of the District and employee. When specifying the length of time for a reduced pre-retirement workload, the employee is urged to consider the impact on District programs created by a request for a long-term reduced schedule, including staffing needs and the availability of part-time or full-time substitutes in the employee's area of specialization.
3. Other Requirements – The employee must have been employed full-time in the San Francisco Community College District in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service. Sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service. "Full-time" in this subsection shall be defined in accordance with STRS requirements.
4. Workload – The minimum workload for reduced-load employment shall be the equivalent of one-half (½) of the annual full-time workload as defined elsewhere in this Agreement. Employees who work under this plan shall be given the same consideration as full-time unit

members in regard to assignments, scheduling and class sizes, in accordance with Article 13. Employees may be able to balance their load between semesters, for instance achieving a 50% annual load by working 100% in one semester and 0% in the next, subject to the needs of their department and approval of the District.

5. Duration – Pre-retirement reduction in workload is limited to a period of ten (10) years. Retirement can be taken at the end of any reduced workload work-year, but retirement shall be mandatory at the conclusion of the ten-year pre-retirement program period.
6. Salary and Fringe Benefits – The employee shall be paid a salary which is the pro rata share of the salary which the employee would have earned had he or she not elected to exercise the option of reduced workload. The employee shall retain all other rights and benefits enjoyed by full-time unit members.
7. Retirement System – The employee shall receive retirement credit as if they were employed on a full-time basis. The employee contributions will be the same as if the employee were employed on a full-time basis, the District contributions will be as required by law.
8. Notification Dates
 - 8.1. An employee shall apply for Pre-Retirement Workload Reduction by prior to the Friday before Farmworkers Day ~~March 31~~ for the following academic year. However, if Farmworkers Day falls during Spring Break, employees must submit their application on the Friday before the beginning of Spring Break.
 - 8.2. If the District and employee mutually agree as to the duties and terms of the retirement contract, such terms shall be reduced to writing within 20 working days of application unless the parties agree to extend that time. Effective July 1, 2008, the agreement between the District and the employee must be in place and in effect as of the beginning of the school year and remain in effect for the full school year.
9. The Chancellor or designee shall notify the employee within 20 working days of the receipt of the request for reduced workload as to whether or not a recommendation for approval of the leave requested shall be forwarded to the Board of Trustees. Notification of approval or denial shall be provided immediately upon determination by the Board.

~~17.P.~~ 17.R. Military Service Leave

~~17.Q.~~ 17.S. Exchange Leave

~~17.R.~~ 17.T. Legislative Leave

1. Any full-time tenured unit member elected to the State Legislature shall be granted a leave of absence without pay for the duration of their elected term of office, if requested by the employee.
2. The employee must resume their full duties within six (6) months after their term of office

expires.

3. Compensation for part-time services by an employee on legislative leave shall be on a pro rata basis of the employee's full-time salary.
4. Unless otherwise agreed to, an employee, upon completion of their term of office, shall be reinstated to a comparable position to the one they held prior to their election.
5. A person employed to take the place of an employee who has been granted a legislative leave shall not have any right to such position following the return of such employee to the position.

~~17.S.~~ 17.U. Post Retirement Consultancy Contracts

This is an incentive plan whereby the employee retires before age sixty-five (65) but after age fifty-five (55) and is eligible for retirement benefits and, in accordance with Education Code section 24214, is contracted to perform ~~professional services-retired member activities, as defined by the State Teachers' Retirement Law~~ for up to five (5) years or until the retiree is sixty-five (65) – whichever comes first. The duration of the contract shall be one year unless the District and retiree employee mutually agree, prior to early retirement, to a longer time period.

1. Eligibility – The retiree employee must have been employed as a full-time unit member working at their full load (75% of the days or 75% of their full load) in the San Francisco Community College District for at least ten (10) years.
2. Age Requirement – The retiree employee must have reached the age of fifty-five (55) before participation.
3. Initiation of Request – Although the retiree employee shall initiate the request, post-retirement employment contractual arrangements are made by mutual consent of the employee and the District before retirement according to the provisions of this Article. At the option of the employee retiree or the District, the contract can be revoked.
4. Workload
 - 4.1 Over the period of the plan, the employee's retiree's work assignment shall not exceed that which bears the same relationship to a full-time unit member's workload having comparable duties as the allowable STRS maximum bears to the early retiree's place on the salary schedule.
 - 4.2 Formula for Computation
 - 4.2.1. In the Noncredit Program the annual workload (in days) shall be the current STRS maximum x 175 (days) divided by the retiree's final scheduled annual salary rounded off to the nearest whole number.
 - 4.2.2. In the Credit Program the annual workload (in units) shall be the current STRS maximum x 30 (units) divided by the retiree's final scheduled annual salary, rounded off to the nearest whole number.

- 4.3 Duties may include any **retired member** activities agreed upon between the early retiree and District other than day-to-day substitution.
- 4.4. ~~Retirees-Employees~~ who perform teaching services under this plan shall be given the same consideration as full-time unit members in regard to class assignments, scheduling and class size.
- 4.5. Salary – The annual pay rate for the retiree’s services shall not be less than the minimum, nor more than the maximum, paid to other employees performing comparable services. However, a retiree may not earn more than the CalSTRS earning limitation pursuant to Education Code section 24214.5 If a retiree performing services under this section earns more than the earnings limitation, the retiree’s member allowance is reduced by the amount of excess compensation. ~~the employee shall receive the maximum compensation allowable to those concurrently receiving retirement benefits. The employee may arrange with the District the manner in which this payment is made.~~
- 4.6. A retiree performing retired member activities may not make contributions to the CalSTRS retirement fund nor accrue service credit based on compensation earned while performing retired member activities.

~~4.6.~~ 4.7. Fringe Benefits – Employees who retire with ten (10) or more years of service to the District and acting as consultants under this plan shall continue to receive District-paid contributions for employee and dependent family member coverage in the health and dental plans, subject to the rules and regulations of the contracts with the health and dental plan organizations and this contract. A “retired” employee shall be defined as one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the State Teachers’ Retirement System or San Francisco City and County Employees’ Retirement System.

~~4.7.~~ 4.8. Notification Dates

~~4.7.1~~ 4.8.1 An employee shall apply within ten (10) working days following the beginning of the semester for the following semester.

~~4.7.2.~~ 4.8.2 If the District and employee mutually agree as to the duties and term of the retirement contract, such terms shall be reduced to writing within 20 working days of application unless the parties agree to extend that time.

17.R.V. Immigration Related Leave: In compliance with federal law, the District may, in its sole discretion, approve an unpaid leave of absence for an employee who temporarily loses work authorization. The decision to grant an unpaid leave of absence shall not be subject to the grievance procedure. ~~If a full-time or part-time unit member is temporarily out of status (for example, due to delays in DACA renewal) or detained by immigration authorities, an unpaid leave of absence up to 20 days shall be granted, after exhaustion of Personal Emergency/Necessity Leave. Such a leave requires documentation. Extension of such leave will follow procedures in Article 17.B.1.1.2 and 17.B.1.1.3 for full-time unit members, and procedures in Article 17.B.1.2.1 to 17.B.1.2.4 for part-time unit members.~~