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**COUNTER-PROPOSAL
FROM THE CERRITOS COMMUNITY COLLEGE DISTRICT TO THE
CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215**

February 2, 2024

This proposal from the Cerritos Community College District to the Cerritos College Faculty Federation, AFT Local 6215 ("CCFF") is expressly made pursuant to the Education 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:

**ARTICLE 25:
BEREAVEMENT LEAVE**

- 25.1 A Unit member shall be granted a paid bereavement leave of five (5) work days *for a death of a member of the Unit member's immediate family.*

~~A bereavement leave is an approved absence due to the loss by death of a family member, a close friend, person related by blood or marriage, or whose domestic relations were close, or who was a close friend, or person(s) who lived in the same domicile as the faculty member at the time of death.~~

Immediate family for the purposes of this section includes: father, mother, brother, sister, spouse, registered domestic partner (as defined in California Family Code Section 297), child (biological, adopted, foster), grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepson, stepdaughter, legal ward living in the Unit member's immediate household, or any relative living in the Unit member's immediate household.

[Note: In reviewing the comparison offered by CCFF (LACCD; Art. 25(B)), the District notes that while CCFF borrowed part of the definition negotiated at Art. 25(B)(1), the "length and time" of leave remains contingent on "immediate family" relationships under subsection (B)(3). As discussed on January 19th, we're also concerned about the expansion beyond the current definition of "immediate family," and the indefinite nature of "domestic relations were close" and the "close friend" (past or present), which are not readily susceptible to verification (and more susceptible to abuse) than the current definition.]

- 25.2 A Unit member shall be granted a **paid** bereavement leave **of** (three (3) **paid** work days **plus two (2) unpaid work days**, or five (5) **paid** work days if out-of-state travel is required); for a death of the following family members: brother-in-law, sister-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, uncle, aunt, niece, nephew, foster parents in lieu of father or mother, or former legal guardian. **A Unit member may use accrued sick leave to remain in paid status during any unpaid bereavement leave.**

[Note: Reverted to proposed language from December 15th proposal, consistent with expansion of leave due to AB-1949.]

- 25.2 A Unit member must confirm and sign the Absence Certification form. If necessary, the Unit member's Dean/Area Manager may submit the form in the Unit member's absence.

- 25.3 Exceptions to the Article may be granted upon review and approval of the President/Superintendent or designee.

55 A work day is defined as any day in which central administrative offices of the District
56 are open for business.

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58 **25.5 The leaves described in Sections 25.1 and 25.2 may be taken non-consecutively,**
59 **but must be completed within three (3) months of the date of death of the family**
60 **member.**

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62 **25.6 The leaves described in Section 25.1 shall be available to Unit members that**
63 **experience a reproductive loss event (as defined in Govt. Code § 12945.6,**
64 **including but not limited to miscarriage or stillbirth by the Unit member or**
65 **partner), to be completed within three (3) months of the reproductive loss event.**
66 **The District shall maintain the confidentiality of the request and purpose of the**
67 **leave, except as necessary to affect the purpose of the leave.**

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69 For the District:

For the Cerritos College Faculty Federation
AFT Local 6215:

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74 _____
75 Dr. Mercedes Gutierrez
76 Vice-President, Human Resources/
77 Assistant Superintendent

Dr. April Bracamontes
CCFF/Lead Negotiator

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79
80 _____
81 Dr. Lynn Wang
CCFF President