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

**April 5, 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 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:

**ARTICLE 21:  
PREGNANCY DISABILITY LEAVE**

- 21.1 The California Department of Fair Employment and Housing Act (FEHA) provides for a pregnancy disability leave (PDL) for each pregnancy of an eligible Unit member upon written verification from their treating health care provider that they are actually disabled and unable to perform one or more of the essential functions of their position due to pregnancy, childbirth or a related medical condition. (as defined in Section 21.2 below). FEHA also provides reasonable accommodation for pregnancy, childbirth or a related medical condition upon written verification of the need for accommodation from the Unit member's treating physician. PDL will run concurrently with the Family and Medical Leave Act (FMLA) leave if the Unit member is eligible for FMLA leave. PDL will not run concurrently with the California Family Rights Act (CFRA) leave.
- 21.2 Full-time and part-time Unit members may be eligible for PDL. Additionally, the District shall provide reasonable accommodation for pregnancy, childbirth or a related medical condition upon written verification of the need for accommodation from the Unit member's treating physician. A Unit member is eligible for PDL if they have written verification from their treating health care provider that they are actually disabled and unable to perform one or more of the essential functions of their position due to pregnancy, childbirth or a related medical condition.
- 21.3 PDL is an unpaid leave that will run concurrently with the Unit member's sick leave until the end of the PDL or until the Unit member exhausts all of their sick leave and extended sick leave, as applicable. If the Unit member exhausts all of their available sick leave and is still disabled due to a pregnancy related condition, they will request shall be placed on an unpaid leave of absence for the remainder of PDL.
- 21.4 PDL is an unpaid leave and if it runs concurrently with FMLA leave, the Unit member's health benefits will continue under the FMLA leave.
- ~~21.5 PDL will continue for the period that the Unit member is disabled but may not exceed four (4) months or eighty-eight (88) work days.~~
- ~~21.6 PDL may be taken for eighty-eight (88) consecutive work days, or intermittently in one (1) or more hour increments, as needed for pregnancy related disabling conditions certified by the treating physician.~~
- 21.7 If it is foreseeable that the Unit member will need to take PDL, they are required to give notice thirty (30) days prior to taking the leave. However, if the disability is not foreseeable then the Unit member will be granted the leave upon presentation of medical verification for the need for the leave.

55 ~~21.8 PDL may be exhausted before an eligible Unit member begins to use their CFRA child~~  
56 ~~bonding leave. (See Article 26 FMLA – CFRA)~~

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58 21.9 As provided by law, a Unit member will be returned to the same Faculty position upon  
59 completion of PDL. The District is not required to reemploy a part-time Unit member in a  
60 subsequent semester solely because they left work due to pregnancy disability leave. The  
61 part-time Unit member on PDL will be considered for future assignments as if they had not  
62 left due to disability.

63 **[Note: Section numbering to be updated upon TA.]**

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65 For the District:

For the Cerritos College Faculty Federation  
AFT Local 6215:

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71 Dr. Mercedes Gutierrez  
72 Vice-President, Human Resources/  
73 Assistant Superintendent

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Dr. April Bracamontes  
CCFF/Lead Negotiator

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76 \_\_\_\_\_  
77 Dr. Lynn Wang  
CCFF President