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**TENTATIVE AGREEMENT BETWEEN THE  
YUBA COMMUNITY COLLEGE DISTRICT  
AND THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

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**October 3, 2022**

The Tentative Agreement between the Yuba Community College District and the Yuba College American Federation of Teachers is expressly entered pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 9  
LEAVES WITH PAY**

9.1 Sick Leave

9.1.1 Unit members shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service during the academic year. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.

9.1.2 Reporting and Verification — Any unit member using sick leave benefits under provisions of this Article shall provide the employee's Immediate Supervisor with a signed REPORT OF ABSENCE form upon return to duty.

9.1.3 Notification of Absence — Unit members shall notify the immediate supervisor and/or the Division Secretary as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the unit member becomes ill or another emergency arises during the day, he/she shall notify the immediate supervisor and/or the Division Secretary of the absence.

**9.1.4. Beginning in the Fall 2023 semester, the District shall, electronically through Self-Service or any successor online tool, provide all unit members with access to current sick leave balances. This information shall be updated at least once per semester. If, for any reason, the balances are not available electronically the District shall, via District-issued email, notify each unit member once per semester of the unit member's sick leave balance.**

9.2 Personal Necessity Leave

9.2.1 Unit members may not use more than four (4) days of accumulated Sick Leave credit in an academic year for Personal Necessity Leave.

9.2.2 A unit member shall submit notification for Personal Necessity to his/her supervising dean at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible.

9.2.3 Such leave may be used at the discretion of the unit member.

- 53 9.2.4 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit  
54 member's immediate supervisor.  
55
- 56 9.3 Bereavement Leave  
57
- 58 9.3.1 Unit members of the bargaining unit may be granted, without loss of salary or  
59 other benefits, leave of absence not to exceed three (3) working days, or five (5)  
60 working days if out-of-state travel is required, per occurrence on account of death  
61 of any member of the member's immediate family.  
62
- 63 9.3.2 "Member of the immediate family," as used in this section means the mother,  
64 father, stepmother, stepfather, grandmother, grandfather, or grandchild of unit  
65 member or unit member's spouse, and spouse, son, stepson, son-in-law,  
66 daughter, stepdaughter, daughter-in-law, brother, sister, registered domestic  
67 partner or any immediate relative living in immediate household of unit member.  
68
- 69 9.3.3 An extension of bereavement leave may be requested under personal necessity  
70 leave.  
71
- 72 9.3.4 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit  
73 member's immediate supervisor. The unit member shall provide verification  
74 satisfactory to the District.  
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- 76 9.4 Industrial Accident and Illness Leave  
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- 78 9.4.1 For an accident or illness which is job-incurred, and upon the written request of the  
79 employee, unit members shall be provided leave benefits as stipulated by law not  
80 to exceed sixty (60) days.  
81
- 82 9.4.2 Periodic medical reports may be required during extended absence of a unit  
83 member. A unit member returning to work from industrial accident or illness  
84 leave shall be required to present a doctor's release verifying medical permission  
85 to return to work, including any restrictions.  
86
- 87 9.4.3 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit  
88 member's immediate supervisor.  
89
- 90 9.5 Jury Duty  
91
- 92 9.5.1 When regularly called for jury duty in the manner provided by law, members of the  
93 bargaining unit shall be granted a leave of absence without loss of pay for the  
94 time the unit member is required to perform jury duty during the unit member's  
95 regularly assigned working hours.  
96
- 97 9.5.2 Request for jury service leave should be made by presenting as soon as possible  
98 the official court summons to jury service to the unit member's immediate  
99 supervisor and to the District payroll office through regular administrative  
100 channels.  
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- 102 9.5.3 Reimbursement to the District of any monies earned as a juror, except mileage,  
103 shall be made by the unit member.

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9.5.4 A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.



9.5.5 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

9.5.6 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor.

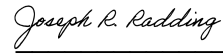

9.6 Paid Parental Leave

The District shall provide eligible unit members with paid Parental Leave pursuant to Education Code section 87780.1.

Yuba Community College District  
Teachers

  
Randy Erickson (Oct 3, 2022 17:13 PDT)  
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Yuba College – American Federation of

  
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Elaine Robinson (Oct 11, 2022 09:24 PDT)  
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# TA-Art-9-Leaves-2022-10-03


Final Audit Report

2022-10-11

Created:	2022-10-04
By:	Randy Erickson (rerickson@ericksonlaw.com)
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## "TA-Art-9-Leaves-2022-10-03" History


-  Document created by Randy Erickson (rerickson@ericksonlaw.com)  
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 Agreement completed.

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