Agreement
between
Allan Hancock Joint Community College District
and
California Federation of Teachers/Part-Time Faculty Association
of Allan Hancock College Local 6185

June 11, 2015

The parties to this agreement are the Allan Hancock Joint Community College District ("the District"), and the California Federation of Teachers/Part-Time Faculty Association of Teachers of Allan Hancock College ("PFA").

WHEREAS, the California Federation of Teachers/Part-Time Faculty Association of Allan Hancock College Local 6185 (hereinafter "Association") and the Allan Hancock Joint Community College District (hereinafter "District") have a negotiated Collective Bargaining Agreement (hereinafter "CBA") as well as policies, regulations, rules, etc. that affect Association bargaining unit members; and

WHEREAS, changes to California Labor Code have been enacted in the form of the "Healthy Workplace, Healthy Families Act" (AB 1522); and

WHEREAS, some changes affecting sick leave and "kin care" become effective on July 1, 2015, with those changes affect bargaining unit members; and

WHEREAS, in the "Healthy Workplace, Healthy Families Act" (AB 1522) where requirements that differ from existing CBA language are more generous in nature, implementation of the requirements of AB 1522 shall not constitute a violation of CBA language; and

WHEREAS, the District and Association wish to ensure that all provisions of the CBA, rules, regulations, policies, etc. are updated and modified as they pertain to the provisions of the "Healthy Workplace, Healthy Families Act" (AB 1522).

NOW, THEREFORE, the District and Association hereby agree as follows:

1. Part-time faculty will be advanced 24 hours of sick leave every July 1 per the "Healthy Workplace, Healthy Families Act" (AB 1522).

2. This 24 hours of advanced or 'front-loaded' sick leave will not accrue year to year.

3. Accrual rates of sick leave provided for within CBA article 9.3 will not be affected.

4. The District will track these accrual rates separately.

5. Employees hired after July 1 each year will receive a prorated allocation of the 24 hours of leave provided for by the Act.
6. This leave may be used in accordance to the more generous provisions of the Act, and those more generous provisions defining use and family member will apply to all sick leave provisions under CBA article 9.3 and its subarticles.

7. The District and PFA will monitor the implementation of this Act and mutually agree upon adjustments affecting the Association and/or its members.

8. Any negotiations over implementation of statutory requirements shall not in any way change any existing agreement on reopen negotiations or constitute a reopened CBA article/section by the District and/or Association.

9. All other provisions of the CBA remain in full effect.

FOR THE DISTRICT:

Kelly Underwood
Interim Director, Human Resources

Date: 6/30/15

FOR THE ASSOCIATION:

Mark Miller
President,
CFT/PFA Local 6185

Date: 4/25/15