## **Tentative Agreement Between**

## Taft College Faculty Association (TCFA/CTA/NEA) And West Kern Community College District

## **BEREAVEMENT LEAVE**

This Tentative Agreement ("Agreement") is made by and between the Taft College Faculty Association ("TCFA/CTA/NEA") and the West Kern Community College District ("District") (collectively referenced as the "parties") with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding the revision of Article 5.5 Bereavement Leave to the Faculty Collective Bargaining Agreement.

Now, therefore, TCFA/CTA/NEA and the District hereby agree as follows:

- 1. The above recitals are true and correct.
- 2. The parties agree, effective January 1, 2023, Article 5.5, Bereavement Leave, shall be revised and added to the TCFA Collective Bargaining Agreement.
  - The complete language for Article 5.5 is attached as Exhibit 1 and will be added to the TCFA Collective Bargaining Agreement.
- 3. Except as set forth in this Agreement, all other terms and conditions of the CBA shall remain unchanged.
- 4. This Agreement will become effective after ratification by the TCFA/CTA/NEA members and the District's Governing Board.

Billy White, President Board of Trustees

West Kern Community College District

Ruby Payne, President

Taft College Faculty Association/CTA/NEA

Dated: January \_\_\_\_\_\_\_ 2023

Dated: January \_\_\_\_1\\_\_, 2023

**Board Approval:** 

First Presentation: December 14, 2022

Second Presentation/Approval: January 11, 2023

## Exhibit 1

- 5.5 <u>Bereavement Leave</u>: A faculty member may utilize paid Bereavement Leave for the death of any member of the immediate family. Leave provided in this paragraph will not be deducted from Sick Leave.
  - 5.5.1 The Leave will be for no longer than five (5) working days. For instances where travel of less than two hundred (200) miles is required, bereavement leave will be paid for three (3) working days. Two (2) additional unpaid days will be allowed, with the option to utilize existing leave time. For instances where out of state travel, or travel in excess of two hundred (200) miles is required, bereavement leave will be paid for five (5) working days. Bereavement leave does not have to be taken consecutively, but must be taken within three (3) months of the date of the family member's death or scheduled services. Additional days of absence beyond those described herein may be provided under the terms of personal necessity or non-work days.
  - 5.5.2 Leave in addition to the days provided by this paragraph may be available by application of paragraph 5.4 inclusive.
  - 5.5.3 Normally, the Leave shall commence within (7) calendar days from the date of the death of the family member and the days used shall be taken consecutively, unless authorization is obtained from the District.