

TA

TUTA Counterproposal to TUSD - Article 8 - Leaves

November 16, 2017

Time: _____

11-16-17 *[Handwritten signature]*

8.1 Status quo

11.16.17 *[Handwritten signature: Sydney Sunday]*

8.2 SICK LEAVE

8.2.1 Each member of the unit shall be entitled to ten (10) days leave of absence during the school year for illness or injury, and such days shall be cumulative and carried forward to the succeeding year.

Unit members may use up to six (6) days per calendar year, to be deducted from sick leave, to attend to an illness of a family member of the unit member. All conditions regarding the use of regular sick leave shall apply to the use of such leave, and this section is not intended to extend the maximum period of leave to which a unit member may be entitled under the Family and Medical Leave Act or the California Family Rights Act.

As used in this section, "family member" means biological, foster, or adopted child, stepchild, legal ward, or a child standing in loco parentis, a biological, foster, adoptive parent, stepparent, or legal guardian; a spouse; a registered domestic partner; a grandparent, a grandchild; or a sibling.

8.2.2 When a member of the unit is absent from his/her duties due to illness or injury, the member shall use all of his/her accumulated sick leave before the provision of extended sick leave shall apply. Upon exhaustion of all accumulated sick leave credit, a member who continues to be absent under the provisions of this Article shall receive for up to five (5) months, the difference between his/her pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty percent (50%) pay, whichever is greater.

When an outside consultant is hired for the absent unit member, the cost of the consultant to be deducted from the unit member's pay shall be calculated at the substitute daily rate of pay for a period of up to thirty (30) days.

Extended leave must be on the basis of a doctor's statement. The personnel office may require medical verification of the cause of absence.

8.2.3 Compensation will not be paid to any member of the unit absent for any reason other than those covered in this Article for which compensation is provided.

8.2.4 Any absence due to illness or accident for four (4) or more consecutive days may be required to be verified by the member's physician or recognized practitioner of those who follow a well-recognized faith which depends upon prayer for healing.

8.2.5 For purposes of deduction of sick leave, the following shall be applicable: Persons leaving the site prior to one-half of a workday shall be deducted a full day of sick leave; persons leaving the site after one-half of a workday will be deducted one-half day of sick leave.

Exceptions may be made at the discretion of the principal for that portion of the day after normal student dismissal.

8.3 PREGNANCY DISABILITY LEAVE AND CHILD BONDING LEAVE

8.3.1 PREGNANCY DISABILITY LEAVE

- 8.3.1.1 A unit member may use sick leave if physically disabled and unable to render service to the District as a direct result of the pregnancy. Pregnancy Disability Leave is available to unit members who are disabled due to pregnancy, childbirth, or pregnancy-related medical conditions as defined under the Pregnancy Disability Leave law (PDL).
- 8.3.1.2 A unit member may take up to four months of pregnancy disability leave. The length of the leave of absence shall be determined by the unit member's healthcare provider. Leave may be taken intermittently. Upon exhaustion of all accumulated leave, the unit member shall receive differential pay (in accordance with 8.2.2). The unit member shall continue to receive health and welfare benefits.
- 8.3.1.3 At any time a member is absent as a result of her physical disability arising out of her pregnancy, the District may request a doctor's verification of her inability to render service to the District.
- 8.3.1.4 In order to use sick leave for pregnancy disability, the member must have been actually rendering paid service to the District and not on any unpaid leave immediately preceding disability.
- 8.3.1.5 The District may request a doctor's verification of the member's ability to return to work.
- 8.3.1.6 A unit member returning from pregnancy disability shall return to the position previously held within the same school year. A unit member returning in a different school year retains the rights under Article 10. If the position no longer exists, the unit member shall be returned to a comparable position.

8.3.2 Child Bonding Leave

- 8.3.2.1 A unit member may use up to 12 workweeks of child bonding leave occasioned by the birth of the unit member's child or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- 8.3.2.2 For birthing parents, the 12 workweek child bonding leave shall commence at the conclusion of (but need not be taken immediately following) and pregnancy disability leave. The non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave. Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave prior to expiration of the 12 workweek child bonding leave, the unit members shall be entitled to differential pay (as defined in section 8.2.2) for the balance of the 12



workweek period. The unit member shall continue to receive health and welfare benefits while on differential pay.

8.3.2.3 Child bonding leave may be taken intermittently. Leave shall be taken in two (2) week increments at a minimum, except on two (2) occasions during which the member may take fewer than two (2) weeks. Additional increments fewer than two (2) weeks may be taken with district approval.

8.3.2.4 Child bonding leave shall be concluded within one year of the birth or placement of the child with the unit member in connection with the adoption or foster care of the child by the unit member. If the school year ends prior to exhaustion of the 12 workweek period of leave, the unit members shall be entitled to use the balance of the 12 workweek period at the commencement of the school year so long as the leave is completed within one year of the birth or placement of the child with the unit member.

8.3.2.5 If both parents are eligible for CFRA leave and are employed by the District, twelve (12) weeks of child bonding leave shall be available to each parent.

8.3.2.6 The unit member will notify the site supervisor and Human Resources department of the expected need for leave and potential timeframes. Thirty (30) days notice will be given whenever possible.

8.3.2.7 A unit member returning from child bonding leave shall return to the position previously held. If the position no longer exists, the unit member shall be returned to a comparable position.

8.3.2.8 A unit member who wishes to take a personal leave to raise a child in addition to eligible paid child bonding leave available under Education Code Section 44977.5 and Government Code 12945.2 may be granted such leave without pay for up to one (1) year.

8.3.2.9 It is the intent to implement the terms and conditions of Education Code Section 44977.5 and Government Code 12945.2, and further interpretations of these laws will apply; except where this article provides greater rights.

8.4 Status quo

8.5 Status quo

8.6 Status quo

8.7 MILITARY LEAVE

8.7.1 The tenure status of a member of the unit shall not be affected by virtue of his induction or call to active duty in any branch of the armed forces of the United States of America or the State of California.

8.7.2 Any the unit member who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken, for a period of not less than one (1) year, immediately prior to the day on which the absence begins, shall



be entitled to receive his salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

Temporary Military Leave of Absence means a leave of absence from public employment to engage in ordered military duty for a period which, by the order, not to exceed one-hundred-eighty (180) calendar days including travel time.

- 8.7.3 Such absence does not affect classification and does not constitute a break in service, although the unit member may not count such absence as part of the service required as a condition precedent to permanent classification.
- 8.7.4 Upon return from military service, within six (6) months, the unit member is entitled to his former position at a salary he would have received had he not been in military service.
- 8.7.5 During reserve Corps and National Guard emergency military service periods, the time for which is ordered by the President of the United States or the Governor of California, the member of the unit will be granted leave as necessary.
- 8.7.6 In addition to any other entitlement for leave of absence for illness or injury with pay, a unit member hired on or after January 1, 2017 who is a military veteran with a military service-connected disability rate at thirty percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to ten (10) days for the purpose of undergoing medical treatment for his or her military service-connected disability.
 - 8.7.6.1 Leave granted under this section is not cumulative from year to year.
 - 8.7.6.2 The District may request the unit member to submit proof that a leave of absence for illness or injury used under this subdivision is for treatment of the military service-connected disability.
 - 8.7.6.3 A unit member who qualifies for this leave and is employed less than 5 days per week is entitled to a pro-rata number of days of leave that his/her number of days of employment bears to ten (10).

8.8 Status Quo

8.9 Status Quo

8.10 Status Quo

8.11 Status Quo

