

**UNITED TEACHERS LOS ANGELES**  
**Bargaining Proposal**  
**October 4, 2017**

**ARTICLE XII – LEAVES AND ABSENCES**

10.0 Pregnancy Parental Leave and Pregnancy Related Disability (Paid and Unpaid):

10.1 Parental Leave: In accordance with California Education Code 44977.5, an employee may utilize her/his accumulated illness leave for purposes of parental leave, up to twelve workweeks. Additionally, upon exhaustion of accumulated illness leave, an employee shall be paid during utilization of any remaining days of the twelve workweek period, with an amount deducted from her/his salary that shall not exceed the amount that is actually paid to a substitute employee or, if no substitute employee is employed, the amount that would have been paid to a substitute.

10.2 Paid Disability Absence: For that period of time during which the employee (including temporaries and substitutes) is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery there from, she shall be permitted to utilize her illness absence pursuant to Section 12.0 of this Article.

10.3 Optional Unpaid Portion: A pregnant employee in active status shall, upon request, be granted an unpaid pregnancy leave (or, in the case of substitutes or temporaries, an unpaid absence) and still qualify for paid absence during the period of disability. This is the only exception to the general rule that paid leaves may only be taken from active status.

10.4 Physician Certifications: A pregnant employee shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which paid illness absence is claimed, and her physician's release to return to active duty. District forms for such certifications, and application forms, shall be available at each site.

~~12.2 At the beginning of the pay period immediately preceding July 1, each active employee (excluding substitute and temporary) who is under contract (including temporary contract) for a full school year, who has accrued fewer than the number of full pay illness absence hours equivalent to 100 days shall be credited with the number of half pay illness absence days which, when added to the accrued full pay illness absence days equals the equivalent to 100 days of full and half pay illness absence days.~~

Certificated employees under contract, including permanent, probationary, and temporary employees, who have exhausted all available illness leave, including all accumulated illness leave, and continue to be absent from her/his duties on account of illness shall be paid for up to an additional five school months, with an amount deducted from her/his salary, for any of the additional five months in which the absence occurs, that shall not exceed the amount that is actually paid to a substitute employee or, if no substitute employee is employed, the amount that would have been paid to a substitute. This shall be referred to as substitute differential pay.

- 12.6 Unused full-pay illness absence credit shall be cumulative from year to year without limitation. ~~Half-pay illness credit shall not be cumulative from year to year.~~
- 12.7 When an employee is absent under this section and such absence is properly verified, the employee ~~will~~ shall receive full normal pay up to the total of the employee's accumulated illness leave ~~full-pay illness benefits~~. All accumulated illness leave shall be utilized prior to utilization of substitute differential pay, pursuant to Section 12.2. ~~Full-pay illness benefits shall be used before available half-pay benefits may be used. Additional days of illness absence will be at half pay up to the total of half pay days credited if available. Further illness absence shall be non-paid absence, unless the employee requests use of any accrued vacation. The amount of illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence, except as provided in paragraph 12.3. Pay for absence shall not be made in increments of less than .3 hours (18 minutes).~~
- 20.0 Substitute Leave: A substitute leave shall be granted to a permanent employee for a period not to exceed one year to allow service as a substitute in accordance with District need. Such an employee will be paid as specified in Article XIX. An employee on substitute leave unavailable for more than 20 working days, not necessarily consecutive, will be placed on a personal leave. Applications must be on file in the Personnel office by ~~April~~ March 15 for the fall semester and November 15 for the spring semester upcoming school year.
- 21.0 Half-Time Leave: A regular Half-Time Leave shall be granted to allow a permanent employee or probationary Early Education Center Teacher to continue service for half of each working day. At the elementary level, a complementary partner with permanent status is required. At the secondary level, if one is required due to the master schedule, it must be a complementary partner with permanent status, or an appropriately credentialed auxiliary teacher approved by the site administrator. In the case of non-classroom health and human services employees, the total number of approved half-time leaves shall not exceed a maximum of 10% of the full-time equivalent positions in the classification. ~~Current Health and Human Services employees on a Half-Time Leave will be grand parented for purposes of such a leave.~~ Exceptions to the "half of each working day" requirement, ~~including the above mentioned grand parented employees~~ may be made in special circumstances but shall require written special approval of the Local District Superintendent upon recommendation of the immediate administrator. In any event, the assignment and service shall be for the equivalent of one-half of the number of hours required for full-time employment for each pay period. Applications must be on file in the Human Resources office by ~~April~~ March 15 for the ~~fall semester and by November 15 for the spring semester~~ upcoming school year.
- 24.8 Compensation and Benefits: The Family Care and Medical Leave/Absence shall be an unpaid leave and for all purposes treated comparably to other unpaid leaves except that the District will continue to provide the health and welfare benefits as provided in Article XVI during the Family Care Leave/Absence to an employee who is otherwise eligible for such benefits. However, an employee who does not return from such leave or who works less than 30 days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave (either affecting the employee or an immediate family member) or (2) retirement, or (3) other circumstances beyond the control of the employee.

~~the services of each employee on leave of absence from the District, the Charter School shall have the duty, on a reasonably prompt basis, to report to the District — and provide the District with copies of all pertinent documents — relating to any performance problems, misconduct, complaints, alleged violations of law, unsatisfactory performance reports, negative or below standard evaluations, terminations, resignations under threat of disciplinary action, suspensions, reprimands, warnings or other corrective or disciplinary actions pertaining to any employee on leave from the District, including all information and documents relating to the resolution or disposition of such matters by the Charter School or by law enforcement authorities, and any related reports to credentialing authorities. By virtue of having accepted a charter school leave of absence, each employee on such leave shall be deemed to have consented to such required disclosure and sharing of information and documents, with the understanding that the District may utilize such information for administrative or statutory proceedings to the same extent (and subject to the same contractual and legal restraints) as if the conduct in question had occurred during active District employment.~~