

Previous Proposals

UTLA Initial Proposal: April 20, 2017

LAUSD Proposal: May 4, 2017

LAUSD Proposal: August 21, 2017

UTLA Proposal: October 4, 2017

**UNITED TEACHERS LOS ANGELES**  
**Bargaining Proposal**  
**April 12, 2018**

**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.

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 UTLA withdraws our proposal for this section.

21.0 UTLA withdraws our proposal for this section.

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 District, however, will not provide such health benefits for an employee for any leave period beyond twelve weeks unless these benefits are provided by other provisions of the District/UTLA Agreement such as paid illness leave. For example, if an employee combines pregnancy leave with a family care leave, the employee will only be entitled to continued health benefits for the first twelve weeks of leave unless the employee continues on paid illness leave.

~~An employee who asks for leave for what would be a qualifying event for Family and Medical Care Leave/Absence and who has accrued vacation leave may elect, or the immediate administrator may require, the employee to utilize the vacation leave for this purpose, in lieu of unpaid status. An employee who takes leave for the employee's own serious health condition which prevents the employee from performing one or more of the essential functions of the employee's position and who has accumulated illness days may elect, or the District may require the employee to utilize paid illness days for the leave.~~