

Agreement Between AUHSD and AEA, Continued

7.3.7.1.2. Unit members who do not contribute during an open enrollment period may not participate in the Catastrophic Leave program, and may not contribute until the next open enrollment period, as determined by the Committee.

7.3.7.1.3. Unit members hired after the start of the school year may contribute to the Catastrophic Leave Bank within the first 30 calendar days of employment.

7.3.7.1.4. Part-time unit members may contribute to the catastrophic leave bank on a pro rata basis during the open enrollment period.

7.3.7.2. If the number of days in the catastrophic leave bank falls below 50% of the bargaining unit member FTEs for two consecutive years, the catastrophic leave provision in this contract shall automatically be rescinded.

7.3.7.3. If the number of days in the bank drops below the equivalent of 50% of the bargaining unit, all members shall be required to contribute during the next open enrollment period to remain eligible for the bank from that point forward.

7.3.7.4. Days in the Catastrophic Leave Bank shall accumulate from year to year; however, such leave does not accrue to any individual employee.

7.3.7.5. Contributions of catastrophic leave credits are irrevocable.

7.3.8. Miscellaneous

7.3.8.1. Unit members receiving Workers' Compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credit provided in this section.

7.3.8.2. Approval or denial of catastrophic leave request by the Association-District Catastrophic Leave Committee shall be final and not be subject to appeal or subject to Article 13-Grievance Procedure of this agreement.

7.3.8.3. Family Medical Leave Act (both Federal and California) leave for the employee's own serious health condition shall run concurrent with catastrophic leave after exhaustion of differential pay.

7.3.8.4. Unit members who exhaust their catastrophic leave and Family Medical Leave Act leave in one school year may continue their health and welfare benefits coverage by paying the appropriate premiums.

7.3.8.5. The Human Resources Department will notify AEA and the Catastrophic Leave Committee of the number of days in the Catastrophic Leave Bank by August 1st of each school year.

7.4. Maternity Leave

7.4.1. A female unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovering there from, shall be granted a leave of absence.

7.4.2. The length of the leave of absence, including the date on which the leave is to commence and the date on which the unit member will resume duties, shall be determined by the unit member and

Agreement Between AUHSD and AEA, Continued

physician. A doctor's certificate indicating the date on which the leave is to commence and/or the date on which the unit member may resume duties shall be provided by the unit member when applying for maternity leave.

7.4.3. A unit member granted a maternity leave shall be entitled to receive the compensation and benefits as provided for by the California Pregnancy Disability Leave Act (PDLA). Eligible employees shall also be entitled to receive compensation and benefits as provided for by the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

7.4.3.1. Maternity leave is defined as the actual length of paid leave based on the physician's note. Maternity leave ends when the employee is medically able to return to work. Maternity leave is provided for under FMLA and PDLA, which run concurrently. During this time, the employee first exhausts all accrued sick leave and then receives differential pay. During this period, differential pay is defined as the employee's per diem rate less the full day, non retirees, first 20 day rate.

7.4.4. If an eligible new mother is medically able to return to work but wishes to remain on leave, up to 12 work weeks ~~unpaid~~ leave is provided for by the Maternity-Paternity Leave provision of CFRA. Per Ed. Code 44977.5 as amended by AB 375, the Maternity-Paternity Leave provision ~~of CFRA~~ will be paid leave; the employee first exhausts all accrued sick leave, then receives differential pay. During this period, differential pay is 50% of the employee's per diem rate.

7.4.5. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth, shall be treated the same as leaves for illness, injury or disability.

7.4.6. ~~Employees applying for maternity leave and/or the maternity-paternity provision of CFRA will have the option to retain and carry over ten (10) days of personal necessity leave.~~

7.5. Paternity Leave (Child Bonding)

7.5.1. Eligible employees are entitled to up to 12 work weeks of ~~unpaid~~ paternity leave by the Maternity-Paternity Leave provision of CFRA. Per Ed. Code 44977.5 and as amended by AB 375, the Maternity-Paternity Leave provision ~~of CFRA~~ will be paid leave; the employee first exhausts all accrued sick leave, then receives differential pay. During this period, differential pay is 50% of the employee's per diem rate.

~~7.5.2. Employees applying for paternity leave under the maternity-paternity provision of CFRA will have the option to retain and carry over ten (10) days of personal necessity leave.~~

~~7.5.3.~~ 7.5.2. Spouses employed by the District are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child with them.

7.6. Bereavement Leave

7.6.1. Each unit member is entitled to five days of bereavement leave of absence in case of the death of any member of his/her immediate family or the death of a person of significance to the unit member. Five additional days shall be allotted if the unit member is required to travel beyond the continental United States.

Handwritten signature and initials in blue ink, consisting of a stylized 'A' and 'M' followed by a circled 'MS'.

7.6.1.1. Should the member have used personal days to visit with the immediate family member or person of significance in the two weeks preceding the death, the member may designate them as bereavement as part of the leave allocated in 7.6.1. Such designation must occur within 30 days of the personal days taken. Per 7.6.1, no more than 5 bereavement days (or 10 for international) total may be used per death of a family member or person of significance.

7.6.2. No deductions shall be made from the salary of the unit member resulting from such leave of absence. Pay deductions shall be made for any days beyond those specified above on a per diem basis.

7.7. Industrial Accident Leave

7.7.1. Unit members shall be entitled to industrial accident and illness leave as authorized in Education Code Section 44984.

7.8. Regular Leaves of Absence

7.8.1. Regular leaves of absence not to exceed one year may be granted by the Board upon the recommendation of the Superintendent.

7.8.1.1. Regular leaves of absence may be granted only to those unit members who have achieved permanent status.

7.8.1.2. Regular leaves of absence may be granted for the following:

- Study or travel by the employee which will benefit the schools and students of the district;
- A temporary relocation with the employee's spouse or domestic partner from which the employee will return;
- Personal reasons that may compel a unit member to be away from the district/area.

7.8.2. Employees shall submit requests for a leave of absence by March 1 or as soon as they know they will need the leave of absence.

7.8.2.1. Leave requests received by the district by the March 1 deadline for reasons stated in 7.1.1.2 may be approved by the district for the following school year.

7.8.2.2. The district shall notify employees who have requested a leave of absence by the March 1 deadline as soon as possible, but no later than 45 calendar days after receiving the request, of their approval/disapproval of the leave.

7.8.3. Leave requests received by the district after the March 1 deadline for the reasons stated in 7.1.1.2 may be approved by the district if a suitable replacement can be found.

7.8.3.1. For unit members who apply for a leave of absence after the March 1 deadline, the district will proceed with due diligence to process the applications.

7.8.4. If a part-time leave of absence is not approved, unit members will have the right to resign a portion of their position.



Michael Beal
AEA Lead Negotiator