

FRESNO UNIFIED SCHOOL DISTRICT PROPOSAL TO FTA NOVEMBER 2, 2016

ARTICLE 27 – PARENTAL LEAVE OF ABSENCE

Modify Article 27 – Parental Leave of Absence as follows:

1. Differential Parental Leave of Absence

1.1 Effective January 1, 2017, unit members will be eligible for paid parental bonding leave as described in this section and Education Code section 44977.5. For purposes of this section, “parental leave” means leave for the purpose of bonding with the unit member’s newborn child, or with a newly placed child in the unit member’s household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or recovery therefrom.

1.2 Bargaining unit members who meet all of the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) and have been employed by the District for at least one year, except that bargaining unit members are not required to have worked 1,250 hours in the 12 months immediately preceding the leave, may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for a maximum of 12 work weeks. Pursuant to Education Code section 44977.5, eligible bargaining unit members who have exhausted all paid sick leave available for purposes of parental bonding [i.e., Personal Necessity as per Article 30 sections 1 and 2] shall receive substitute differential pay during this period. Such substitute differential pay shall be paid as set forth in Article 30 section 3, and will count against the five-month leave entitlement set forth in that section.

1.3 The 12 work weeks shall be reduced by any period of available paid sick leave (i.e., Personal Necessity per Article 30 sections 1 and 2), taken during a period of parental bonding leave pursuant to this article or CFRA (Government Code § 12945.2). Nothing in this Article entitles an employee to use paid sick leave during any period of parental bonding other than the paid sick leave as specified above and substitute differential pay leave. A unit member shall not be provided more than one 12-week period of paid absence for differential parental bonding leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

- 1.4 Differential parental leave must be used within 12 months following the birth or placement of the child. Differential parental leave must be taken in increments of at least two weeks duration.
- 1.5 Any leave taken under this section shall count against any entitlement to child bonding leave under the CFRA and the aggregate amount of parent/child bonding leave taken under this section and the CFRA shall not exceed 12 workweeks in any 12-month period.
- 1.6 Unit members shall not be entitled to more than 12 weeks of differential parental leave.
- 1.7 If both parents of a newborn or newly adopted child work for the District, both parents would be able to split the 12 weeks of parental bonding leave related to the birth or placement of a child under the CFRA, but would not each have a separate 12 week leave regardless of the marital status of the parents. Both parents who are unit members are entitled to use up to 12 workweeks of current and accumulated sick leave for purposes of parental leave.

2.0 Unpaid Parental Leave

- 2.1 A parental leave of absence without pay shall be granted to a bargaining unit member for the purpose of childbearing and/or child rearing as follows:

A bargaining unit member who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said bargaining unit member shall notify the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A bargaining unit member who is pregnant may continue in active employment through her pregnancy as long as she is able to properly perform her required functions. For child bonding purposes, this section runs concurrently with CFRA bonding leave and differential parental leave described in section 1 above.

- 2.2 Any bargaining unit member shall be entitled, upon request, to a one (1) year parental leave of absence to begin any time after the birth of her child, or after receiving de facto and/or de jure custody of any infant child [i.e. three (3) years of age or less] or prior to receiving such custody if

necessary in order to fulfill the requirements for adoption.

2.3 Bargaining unit members who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally handicapped children shall, upon request, be entitled to annually renew their parental leave of absence until such time as such children are eligible to enter public school, or, for children legally ineligible to enter public school, until such time as they would be able to attend public school if they were eligible. There shall be a maximum of four (4) renewals allowed under this provision.

2.4 If a child five (5) years of age or less becomes physically and/or mentally handicapped, the provisions of **2.2** and **2.3** above shall be applied for bargaining unit members eligible under those provisions to care for said child.

3. Notification of Return to Active Employment:

3.1 If any bargaining unit member who has been on parental leave less than two (2) semesters notifies the Superintendent of his or her desire to terminate his/her leave and to return to active employment within sixty (60) days after the termination of pregnancy for any reason, the acquisition of de facto custody of an infant child, the birth of his/her child, or the commencement of the leave, whichever is later, said bargaining unit member shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position, except that if a bargaining unit member who has been on leave for ninety (90) days or more gives such notice after

April 30, the District may continue the parental leave until the commencement of the next school year. Upon his or her return, said bargaining unit member shall be entitled to all benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay, provided that the leave has not exceeded two (2) semesters.

3.2 If a bargaining unit member who has been on parental leave more than two (2) semesters notifies the Superintendent of his or her desire to return to active employment after the expiration of the aforesaid sixty (60) day period, but within forty-eight (48) months after the commencement of the leave (provision 1.3 of this article), said bargaining unit member shall be assigned to the first available vacant position for which he or she is qualified, provided that if more than one (1) bargaining unit member has given notice pursuant to this paragraph, the bargaining unit member who

gave such notice at the earliest date shall be assigned to the position in question. Upon his or her return, said bargaining unit member shall be entitled to all other benefits and/or considerations to which bargaining unit members are normally entitled upon return from a parental leave of absence without pay.

3.3 While on parental leave, a bargaining unit member shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the State Teachers Retirement System is subject to that agency's eligibility requirements.

3.4 All assignment rights for persons returning from parental leave shall be subject to the then-existent District provisions for assignment and transfer.

4. A bargaining unit member on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of fact that she/he is on such leave of absence.

Balance of Article 27 to Remain Status Quo

ARTICLE 31 – PREGNANCY/DISABILITY LEAVE

Modify Article 31 – Pregnancy/Disability Leave as follows:

1. A pregnant bargaining unit member who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:
 - 1.1 Sick leave shall apply only to those days of absence during which the bargaining unit member is actually unable to perform her assigned duties because of disability arising from pregnancy, childbirth, miscarriage and/or recovery therefrom.
 - 1.2 The District may require the bargaining unit member to file a physician's verification which clearly states the bargaining unit member was incapable of meeting her normal work assignment.
 - 1.3 Within seven (7) calendar days after the termination of the leave, the bargaining unit member shall submit a physician's written health evaluation including the reasons the bargaining unit member was disabled during the period of absence. The District may require additional physician statements or reevaluation of the bargaining unit member by her physician. (Any additional statements required shall be at District expense.)

1.4 Pregnancy disability leave shall not include leave taken for child rearing or parental leave as set forth in Article 27

Balance of Article 31 to Remain Status Quo