

**OEA P-42  
OAKLAND EDUCATION ASSOCIATION  
PROPOSAL TO  
OAKLAND UNIFIED SCHOOL DISTRICT  
APRIL 16, 2018**

All terms and conditions to remain except as follows:

Article 11 - LEAVES

11.1 General Provisions

The Employer shall provide the leaves set forth in this article and any other leaves mandated by State law to eligible bargaining unit members. The provisions of this Article shall apply only to eligible bargaining unit members.

11.1.1 A unit member granted a leave of absence for more than a semester, or more than six (6) months in a twelve (12) month program, shall be placed on the unassigned list.

11.1.2 If the position from which the leave was granted has been filled by a substitute or temporary unit member or if the position is vacant, the returning unit member shall have the right to return to that position or a comparable position, provided it is done immediately upon return from leave and within one year.

11.1.3 Unit members who are unassigned and/or who are returning from leave shall be given the first opportunity to accept vacancies for which they are qualified.

11.1.4 For the purpose of this article, "immediate family" is defined as: Mother, father, grandmother, grandfather, grandchild, ~~aunt, uncle or first cousin, niece or nephew~~ of employee or spouse of employee, spouse, son, son-in-law, daughter, daughter-in-law, stepchild, mother-in-law, father-in-law, brother, ~~brother-in-law~~, or sister ~~or sister-in-law~~ of employee, guardian or domestic partner, dependents of the employee, other person permanently living in the immediate familial household of the employee.

~~11.2.2~~

~~11.2.2 Maternity, Paternity and Adoption Leave~~

~~11.2.2.1 A unit member may use up to six (6) days of his/her accumulated sick leave balance in connection with the birth or adoption of a son or daughter. (Also see Section 11.9.9.)~~

~~11.2.2.2 In addition to above, a unit member may request unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. A unit member whose spouse or partner is pregnant or involved in adopting a child may request an unpaid leave for a period of one year. Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies they are disabled.~~

~~11.2.2.1 For purposes of this section, "maternity or paternity leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Unit members who request maternity or paternity leave shall receive such leave as follows:~~

~~11.2.2.1.1 The first ten (10) days of such paid leave shall not be charged against the unit member's accumulated sick leave.~~

~~11.2.2.1.2 A unit member may elect to use up to all of their accumulated sick leave balance in connection with the birth, adoption or placement of a foster child.~~

~~11.2.2.2 During each school year, when a person employed in a position requiring certification qualifications has exhausted the sick leave they elect to use, which may include all accumulated sick leave, and continues to be absent from his or her duties on account of maternity or paternity leave, the amount deducted from the salary due him or her for up to additional 12 weeks in which the absence occurs shall not exceed the lowest day to day substitute rate. The school district shall make every reasonable effort to secure the services of a substitute employee.~~

~~11.2.2.3 An employee shall not be provided more than one 12-week period per maternity or paternity 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.~~

~~11.2.2.4 An employee on maternity or paternity leave shall not be denied access to differential pay while on that leave. This section shall be applicable whether or not the absence from duty is~~

~~by reason of a leave of absence granted by the governing board of the employing school district.~~

~~11.2.2.5 Leave granted under this section shall be in addition to pregnancy disability leave as detailed in Article 11.9 and shall not be considered to run concurrently.~~

~~11.2.2.6 In addition to above, a unit member may request unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. A unit member whose spouse or partner is pregnant or involved in adopting a child may request an unpaid leave for a period of one year. Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies they are disabled.~~

~~11.2.2.7 Leave in this section may be taken non-consecutively~~

~~11.2.10 — Family and Medical Leave Act~~

~~It is the intent of the Employer to provide leave consistent with the Family and Medical Leave Act of 1993.~~

#### 11.4 Family Sick Leave

Unit members shall be entitled to use up to a maximum of one-half of their annual entitlement to sick leave to attend to an illness of a child, child of a domestic partner, parent, spouse or domestic partner of the unit member. Unit members shall comply with the procedures governing the use of sick leave set forth in the contract and shall indicate on the leave form that the employee is using "Family Sick Leave." This entitlement does not extend the maximum period of leave to which a unit member is entitled under the Family Medical Leave Act or the California Family Leave Rights Act.

#### 11.5 Extended Sick Leave

Extended sick leave is authorized absence, with partial pay, but with no loss of benefits, resulting from an illness, accident, or other disabling physical condition which prevents a unit member from performing his/her normal duties after regular sick leave has been exhausted.

11.5.1 Unit members may use their accumulated sick leave for any illness. When a unit member has used all his/her accumulated sick leave, and remains absent, the unit member is entitled to one hundred (100) days of Extended Sick Leave per year.

11.5.1.1 The unit member shall receive his/her regular salary, minus the cost of a substitute to fill the position, for a period extending no longer than five continuous school months.

11.5.1.2 Substitute costs shall be deducted based on the lowest daily substitute rate or long term rate only as applicable.

11.5.2 Extended Sick Leave shall be appropriately prorated for part-time unit members.

11.5.3 A unit member who has exhausted all Sick Leave and Extended Sick Leave for which he/she is eligible, and is unable to fully perform his/her contractual duties, shall be entitled to remain on unpaid leave for the rest of that school year. Or, the unit member may apply for the STRS Disability Allowance, the OUSD Disability Plan, or Catastrophic Leave where eligible and applicable.

11.5.4 Return to duty is dependent upon the physician's statement of recovery and clearance by an Employer-designated physician. (See Section 11.3.6)

## 11.9 Leaves Related to Maternity, Paternity and Adoption ~~Pregnancy Disability~~

### 11.9.1.1 Pregnancy Disability Leave.

Procedures to be followed when applying for a pregnancy disability are:

11.9.1 A letter from the unit member's physician verifying pregnancy and approximate delivery date shall be filed in the Human Resources Services and Support Office.

11.9.1.2 The unit member shall have her physician verify the period of time he/she is disabled and cannot perform the functions of his/her assignment. During the period of pregnancy disability leave, the District shall use/deduct the employee's accumulated sick leave (section 11.3.2) and, if necessary, the 100 days of extended sick leave (section 11.5) or vacation (non-scheduled days) where applicable . When accumulated or extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (section 11.9.2) or leave under the Family Medical Leave Act/California Family Rights Act (section 11.9.3). A unit

~~member may use sick leave; or when exhausted, Extended Sick Leave or vacation (non-scheduled days) where applicable, during the period stated.~~

11.9.1.3 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

11.9.1.4 At any time a unit member is absent as a result of her physical disability arising out of her pregnancy, the Employer at its expense may request a doctor's verification of her inability to render service to the Employer.

11.9.1.5 In order to use sick leave for pregnancy disability, the unit member must have been actually rendering paid service to the Employer and not on unpaid leave immediately preceding the disability.

11.9.1.6 A unit member temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty when she is physically able to render full and complete service to the Employer.

11.9.1.7 Upon returning to duty, the unit member shall provide a doctor's verification that she is physically able to render full and complete service to the Employer.

11.9.1.8 During this period of leave, the Employer's contributions to cover fringe benefits for health, dental, vision care, and life insurance shall continue for unit members.

## 11.9.2 Child Bonding Leave

11.9.2.1 Child Bonding Leave: Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). **If both parents of a child who are entitled to family care leave under section 11.9 of this contract are employees of the District, each is entitled to take the full amount of leave specified in 11.9.2.1.**

11.9.2.2. The first ten (10) days of such paid leave shall not be charged against the unit member's accumulated sick leave.

11.9.2.2 For birthing mothers, the 12 week child bonding leave shall **may** commence at following the completion, (but need not immediately follow), **conclusion** of any pregnancy disability leave on a date designated by the unit member and must be completed within the one year of the birth, adoption or foster care placement of a child.

11.9.2.3 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

~~11.9.2.4 If both parents of a child who are entitled to family care leave under section 11.9 of this contract are employees of the District, each is entitled to take the full amount of leave specified in 11.9.2.1.~~

11.9.2.5~~4~~ Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave (section 11.3.2) prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in section 11.5.1 for the balance of the 12 week period. The amount deducted from the salary due him or her for up to 12 weeks in which the absence occurs shall not exceed the lowest day to day substitute rate. The school district shall make every reasonable effort to secure the services of a substitute employee.

11.9.2.6~~5~~ Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.**The balance of any unused child bonding leave shall rollover into the subsequent school year and is usable provided the leave is taken within one year of the birth, adoption, or foster care placement of a child.**

~~11.9.2.7~~6~~ The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency. Unit members shall provide reasonable prior notice of intent to take child bonding leave.~~

The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the

leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

11.9.2.87 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employees must have completed one year (twelve months) of service for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

11.9.2.10 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.

11.9.2.1198 Leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two weeks, except that employers must grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

### 11.9.3 Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

11.9.3.1 Employees who have completed one year (twelve months) of service for the District, and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of the employee's own serious health condition, caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.

11.9.3.2 Family leave under this section shall be unpaid unless it is taken pursuant to section 11.9.1 (pregnancy disability), 11.9.2 (child bonding) iif the employee elects to **exhaust** his/her sick leave]), above or is taken due to the employee's own serious health condition.

11.9.3.3 The employee's accumulated sick leave (section 11.3.2) and the 100 days of extended sick leave (section 11.5) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition, other than pregnancy disability.

11.9.3.4 When this extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.

11.9.3.5 There is no carry-over of unused leave from one 12-month period to the next 12- month period.

11.9.3.6 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, step- child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

~~11.9.3.7 If both parents of a child who are entitled to family care leave under section 11.9.3.1 of this contract are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than the amount specified in section 11.9.3.1. However, the parent not taking the leave shall have the right to request from the Board at the conclusion of the first parent's leave, an unpaid leave of absence pursuant to section 11.9.4.~~

**11.9.3.7 The provisions of Article 11.2.4 shall not apply to family care leave other than for purposes of child bonding.**

11.9.3.8 The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to



the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

11.9.3.9 If verification is required by the District to verify the serious illness of the child, spouse or parent, the DISTRICT will accept the District may request will accept medical verification by the treating health professional.

11.9.3.10 Health insurance coverage shall be maintained during family care leave and paid for by the District for the duration of the leave not to exceed 12 workweeks in a 12-month period. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

11.9.4 Additional Unpaid Leave. In addition to the above, a unit member may request unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. A unit member whose spouse or partner is pregnant or involved in adopting a child may request an unpaid leave for a period of one year. Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies they are disabled.

11.9.9 Leaves may be extended for a one-year period upon request and approval by the Employer for a maximum total of three years. Unit members on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies they are disabled.

11.9.9 In addition to the above, a unit member may use up to six days of his/her accumulated sick leave balance in connection with the birth or adoption of a child (also see 11.2.2).

## 11.11 Funeral Leave

11.11.1 For each death which occurs in the immediate family of the unit member, the unit member upon request shall be granted a funeral leave not to exceed three working days with pay up to a maximum of five workdays with pay should out-of-state travel be required. Unit members will not have any deduction from accumulated sick leave for taking funeral leave.

11.11.2 Funeral leave not to exceed one day with pay may be granted to a unit member to attend the funeral of other close relations. **Established close relatives are defined as uncle, aunt, first cousins, nephew and niece.**

## Article 11.17--Temporary Permit for Statutory Leave

~~Having highly effective educators consistently in classes is a positive factor impacting student outcomes. The parties, therefore, favor the use of certificated staff who hold Temporary Permits for Statutory Leave (TPSL) credentials whenever it is foreseeable that a leave will extend beyond thirty (30) days in regular education or (20) days in special education. This is especially true for schools serving high-needs student populations.~~

### 11.17.1

Should the district employ certificated staff who hold Temporary Permits for Statutory Leave (TPSL), it shall:

11.17.1.1 Notify OEA that it has applied to the California Commission on Teacher Credentialing for a Teaching Permit on behalf of a qualified individual.

**11.17.1.2 Within thirty (30) days of receiving notice, the parties shall meet to negotiate the conditions of work for TPSLs including, but not limited to, compensation, training, support and any other areas if not covered elsewhere in this agreement.**

~~11.17.1.2 Pay for any costs associated with obtaining the credential~~

~~11.17.1.3 In selecting candidates for hire as TPSLs, give preference as per Article 8, Affirmative Action.~~

~~11.17.1.4. TPSL teachers who meet the criteria in Article 8 should be encouraged to enter a District-paid credential program.~~

### 11.17.2 Members employed as TPSLs

~~11.17.2.1 Shall be expected to assume the rights and responsibilities of a regular classroom teacher.~~

~~11.17.2.2 Shall be compensated based on their education and experience in accordance with the Salary Schedules in Appendix 1, but in no event shall they be paid less than Column 1 Step 1.~~

~~11.17.2.3 Shall be provided sufficient time to complete the required forty-five (45) hours of annual training with compensation at their pro-rata hourly rate for each credential issuance.~~

~~11.17.2.4 Shall be provided with a mentor represented by the Oakland Education Association and released or compensated for two (2) hours of mentor support per week.~~

#### ~~11.17.3 Selection and Duties of TPSL Mentors:~~

~~11.17.3.1 TPSL Mentors shall be Consulting Teachers selected by the Joint Peer Assistance and Review (PAR) Committee following the process utilized in Article 25.~~

~~11.17.3.2 TPSL Mentors shall be compensated as Consulting Teachers as described in Article 25.~~

~~11.17.3.3 The PAR committee shall, where possible, assign mentors from the TPSL teacher's site.~~

#### ~~11.17.4 Training~~

~~11.17.4.1 The forty-five (45) hours of training for TPSL holders shall be prepared and presented by OEA members selected by the PAR committee following the process utilized in Article 25.~~

~~11.17.4.2 Unit members selected to prepare and provide TPSL training shall receive compensation at their pro-rata hourly rate for the forty-five (45) hours of training, as well up to one (1) additional hour of preparation time for each three (3) hours of training.~~



