

JOINT proposal

Black = Current language in Master Agreement

Green = Changes to which the parties have indicated they can agree

Red = AEA proposals

Blue = APS proposals

Tentative Agreement 3.22.11

Brenna Isaacs

Kari Allen

**Article 22
Leaves of Absence – General**

1. As used in the following Articles of this Agreement concerning leaves of absence, the phrase “members of the immediate family” shall mean the teacher's spouse, child, father, mother, foster father, foster mother, foster children, stepchildren, domestic partners, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or any other relative of the teacher living in the immediate household of the teacher.
2. If an employee is entitled to pay pursuant to more than one provision of this Agreement for time spent on any type of leave permitted in the following Articles of this Agreement, the employee shall not receive more than an amount equivalent to that employee’s full pay for any such leave time.
3. With respect to the following Articles of this Agreement that provide for various kinds of leave with pay:
 - a. For all leaves of 30 days or less and paid leave under Section 6 of this Article of any duration, the teacher shall receive the full pay that the teacher would have received during that period, including pay for assignments under Appendix B, Appendix C, etc.
 - b. For all paid leaves, except paid leave under Section 6 of this Article, of more than 30 days, the teacher shall receive pay in accordance with the appropriate salary rate for that teacher as set forth on the Teacher Salary Schedule, Appendix A, and shall not receive any additional or supplemental types of pay.
4. When returning from a leave provided for in this Agreement, the employee shall return to the experience step on the Teacher Salary Schedule that would have been assigned had the leave not been taken, provided the employee received pay for no less than 90 days in the school year prior to the time the leave commenced. In all other cases, the teacher shall, upon return, be placed on the same step the teacher was on when the leave commenced. This provision shall in no way act to deny teachers educational-level advancement on the Teacher Salary Schedule upon return from a leave.
5. An employee, while absent on any leave, shall keep the Division of Human Resources notified of the employee’s current address.
6. Full-time teachers shall accrue 12 days per contract year that may be used for paid leave under Article 23, bereavement leave under Article 26, and special leave under Article 33.

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The 12 days shall be earned in equal amounts over nine months [STARTING IN AUGUST]. However, teachers in the first year of employment with the District shall be able to take leave, if necessary, prior to accruing the days.

- a. If, during the course or at the end of a school year, a teacher either terminates employment with the District or goes on a leave permitted under Articles 25, 27, 29 (Section 1), 30 or 31 ~~of this Agreement~~, the PER DIEM amount of all used but unearned leave shall be deducted from that teacher's final salary check prior to the termination [OF EMPLOYMENT] or the commencement of the leave. ~~Upon receiving notice that a teacher intends to go on a leave permitted under the aforementioned Articles, the District shall, within 10 days thereafter, notify the teacher of the amount of any credited but unearned leave time in that teacher's leave account.~~ [WITHIN 10 WORK DAYS AFTER THE TEACHER NOTIFIES HUMAN RESOURCES OF INTENT TO GO ON LEAVE, HUMAN RESOURCES WILL INFORM THE TEACHER OF THE AMOUNT OF USED BUT UNEARNED LEAVE.]
 - b. The maximum amounts of leave time specified in Articles 26 and 33 shall remain in effect.
 - c. The accumulated individual sick-leave days that a teacher had at the beginning of the 1982 school year were transferred to the paid-leave days provided for in this Section.
 - d. Regular part-time teachers shall accrue leave days and be entitled to leave pay at the ratio that their work time bears to full work time.
 - e. Unused leave may be accumulated without any maximum.
 - f. While on any leave of absence permitted in this Agreement, a teacher shall retain but not accrue additional paid-leave time, except as indicated otherwise. All unused paid-leave time shall be eliminated whenever a teacher's employment is terminated, except that a teacher with three or more year's service to the District, who resigns and is reemployed within 12 months after resignation, shall have all accrued paid-leave days returned that the teacher had prior to resignation.
 - g. If, during the first three years of a teacher's employment by the District, such teacher has less than five days of individual paid leave remaining in the teacher's account at the time that a need to use bereavement leave (Article 26) arises, then such teacher shall, upon request, be credited with an advance of individual paid-leave time, which advance shall be taken from that teacher's account for the next succeeding school year. The advance shall be in an amount not to exceed the number of days necessary to bring the teacher's individual paid-leave account to a total of five days at the time of the request and shall be subject to all of the conditions specified in this Article.
7. Teachers shall, prior to termination, be paid for earned but unused leave time in accordance with the provisions of this Section. Only teachers with at least 10 years service as teachers in the District shall be entitled to pay for accumulated leave time. There shall be no pay for the first 30 days of accumulated leave time. Each day in excess of 30 days of accumulated leave shall be paid for at the current rate of .0015 times the teacher's annual salary as set forth on the then-current Teacher Salary Schedule at the time of termination.
 8. In addition to the leave granted under this Agreement, the District agrees to provide such leave as is required under the federal Family and Medical Leave Act of 1993, provided that the District maintains all rights reserved to management under that law and employees maintain all rights reserved to employees under that law.