Tentative Agreement
Between the
Temecula Valley Unified School District
And The
Temecula Valley Educators Association CTA/NEA
November 13, 2017

Successor 2017-2019

This is an Agreement made and entered into on November 13, 2017, between the Temecula Valley Unified School District (hereinafter referred to as "TVUSD") and the Temecula Valley Educators Association, CTA/NEA (hereinafter referred to as "TVEA").

7.2 HEALTH AND WELFARE BENEFITS

7.2.4 If, through the IAC and negotiations process, there are changes to the health insurance plans with the current carrier, the parties must complete negotiations and provide notification to the District at least seventy-five (75) calendar days before the coverage start date. In the event that plan change negotiations are not completed within the seventy-five (75) calendar day deadline, the parties may mutually agree to have a negotiations subcommittee, comprised of at least one (1) District and one (1) TVEA representative, meet to determine if a separate agreement can be reached.

In the event of a carrier change, negotiations must be completed and provide notification to the District at least ninety (90) calendar days in advance of the start date for the health plans of the new carrier. These notification timelines are intended to provide employees, at a minimum, a two week open enrollment period.

7.5 RETIREE HEALTH AND WELFARE BENEFITS To qualify for this benefit, a retiring bargaining unit member must be at least fifty-five (55) years of age, and have fifteen (15) years of full-time service in the District as of the date of retirement. Partial years of service may be counted to reach fifteen years of full time service. For example, two years at 50% service will amount to one year of full time service. The retiring bargaining unit member must have participated in H&W insurance for the past 10 years with the District. Further, the retiring bargaining unit member must submit his/her letter of retirement no later than February 15th of the school year that he/she retires, and the retirement must be effective at the end of that school year.

The retiree benefit paid by the District shall not exceed the cost of the lowest active HMO medical premium at the time of retirement; however, in no event shall the benefit exceed the District’s health and welfare contribution limit for each bargaining unit member. The retiree benefit shall only be applied towards the purchase of a health and welfare benefits package (including health, dental and vision). The
benefit shall be paid for the lesser of five (5) years or until the retiree attains Medicare age eligibility (i.e. 65 years of age).

For those eligible retirees who wish to extend medical coverage beyond five (5) years in order to reach Medicare eligibility, they may do so at their own cost. For those eligible retirees who wish to include an eligible family member in their plan, they may do so at their own cost. For those eligible retirees who wish to purchase a plan that costs in excess of the lowest HMO medical premium at the time of retirement, they may do so with the excess cost absorbed by the retiree.

In the event of the death of the retiree during the retirement benefit coverage period, any surviving eligible spouse or dependent may continue to participate in the health coverage plan in accordance with and subject to applicable law, with the entire cost of the coverage incurred by the surviving eligible spouse or dependent.

If a financial contribution from the retiree is required in order to maintain benefits during the retiree health and welfare benefit period, it is expected that the payments will be made on time. Payments not received on or before the due date in the office of Risk Management will be considered late. Should a retiree twice be late in paying his/her contribution, he/she will be required to deposit six months of contributions ahead of time. Should a retiree three times be late in paying his/her contributions, he/she will be dropped from coverage and no further benefits will be made available.

For any bargaining unit member who retires under this program and whose spouse remains employed by the District, the retiree may be carried on the spouse’s medical plan. There would no longer be the “dual spouse discount” offered by the District, but the retiree could opt to use the cash equivalent of the lowest cost HMO to lower the cost of the active spouse’s monthly premium(s) for a period of no more than five (5) years or until the unit member attains Medicare age eligibility (i.e. 65 years of age), whichever comes first. In the alternative, the retired employee could elect to wait to begin the Bridge Program as long as he/she is continuously covered under the employed spouses’ medical insurance, until both spouses have retired in order to put the costs toward their retirement premium(s). The retiree would have no more than five (5) years from the retirement date to activate this option and the benefit lasts for a period of no more than five (5) years or until the unit member attains Medicare age eligibility (no more than 65 years of age), whichever comes first.

7.5.1 Unit members who would otherwise qualify for the Retiree Health and Welfare Benefits referred to in Article 7.5 of the CBA during the school year, but for their ability to complete a full school year due to unforeseen medical circumstances documented by a medical provider, and who are subject to placement on the 39-month rehire list, may elect to retire prior to the end of the school year and be deemed eligible for Bridge Medical. In these limited instances, the retiring unit member must submit his/her
retirement notification within ten (10) days of his/her placement on the 39-month rehire list. The retiring unit member must also enroll in the District’s retiree Health and Welfare Benefits plan and make the full monthly H&W premium payments until June 30. All other conditions of this benefit will be in accordance with Article 7.5.

Article 10: LEAVE

ILLNESS/MEDICAL LEAVE

10.1 PERSONAL ILLNESS AND INJURY

10.1.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full time shall receive a prorated amount of the ten (10) days, based upon the number of hours that they actually work. If, in the opinion of management, it appears that there is an abuse of this section, it is agreed that the District may take whatever it considers reasonable action to verify the unit member’s illness.

10.1.2 If a unit member does not utilize the full amount of leave as authorized in 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

10.1.3 Whenever possible, a unit member must contact the substitute caller as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.

10.1.4 A unit member’s reported absence shall be deducted hour-for-hour from sick leave.

10.1.5 A unit member shall not have a substitute assigned for an additional day(s) unless he/she calls the Substitute Finder System indicating an extension of an absence. In addition, a unit member shall call his/her District site of employment one (1) hour prior to the close of the school day on the day of absence to request the same substitute for an additional day(s) of absence.
10.1.6 Extension of paid leave for adoption, personal necessity, or Family Care Emergency may be requested in writing, pending accrued sick leave availability, by the unit member from Human Resources Development and approved on a case by case basis.

10.2 EXTENDED ILLNESS AND INJURY

10.2.1 After all earned leave as set forth in Section 10.1 is exhausted, additional non-accumulated leave shall be available, for a period not to exceed five (5) school months, provided that the following provisions are met.

10.2.1.1 District management may require a unit member to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work if the illness or injury exceeds five (5) consecutive days.

10.2.1.2 The District may require a certified medical specialist to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or designee.

10.2.1.3 If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to unit member, may refuse to grant such leave.

10.2.1.4 If requested by the District management, a unit member shall not return to work until he submits a medical doctor's authorization to return to work.

10.2.1.5 The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.
10.3 INDUSTRIAL ACCIDENT

10.3.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.

10.3.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

10.3.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

10.3.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

10.3.5 If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

FAMILY CARE RELATED LEAVE

10.4 ILLNESS - FAMILY MEMBER

Unit members shall be entitled to use accrued sick leave to care for sick/ill family members. In the event that the unit member claiming Illness-Family Care leave has exhausted his/her accrued sick leave, the member will be docked his/her per diem for each absence.

For the purposes of this provision, family member is defined as:
(1) A child, which for purposes of this section means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

(2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

(3) A spouse.

(4) A registered domestic partner.

(5) A grandparent.

(6) A grandchild.

(7) A sibling.

10.5 PAID PARENTAL (CHILD BONDING) LEAVE

This section shall remain in effect as long as Education Code section 44977.5, as it is currently comprised, remains in effect. 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.

Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave.

If the eligible unit member’s need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.

Parental leave must be used within 12 months following the birth or placement of the child. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a
request for leave under this section of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

Should Education Code section 44977.5 be changed, the parties shall, within 30 days, meet and negotiate changes to this article to conform with the legislative changes.

10.5.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and child rearing.

10.5.2 The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) working days prior to the date on which the leave is to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

10.5.3 The determination as to the date upon which the leave shall begin and the duration of such leave shall be made at the discretion of the District when considering the scheduling and replacement problems of the District, but in no case shall such leave be granted for more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.

10.5.4 There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction-in-force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.

10.5.5 If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.
10.6 PREGNANCY DISABILITY

10.6.1 Unit members are entitled to use sick leave as set forth in Sections 10.1 and 10.5 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

10.6.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.1.1 and 10.2, and 10.5 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician. However, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

10.6.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.7 FAMILY CARE LEAVE

10.7.1 In accordance with law, the District shall grant family care leave to eligible unit members, without discrimination, when such leave does not constitute an undue hardship upon District operations. Unit members who are granted such leave shall be employed in the same or a comparable position upon returning from family care leave.

10.7.2 The District shall not be required to pay an eligible unit member during the period of any family care leave. A unit member shall not use sick leave during the period of any family care leave unless mutually agreed to by the District and the unit member.

10.7.3 If the eligible unit member's need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.
10.7.4 If the eligible unit member's need for family care leave is foreseeable due to a planned medical treatment or supervision, he/she shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

10.7.5 An eligible unit member's request for family care leave to care for a child, a spouse, or a parent who has a serious health condition must be supported by a certification issued by the health care provider of the individual requiring care. The certification shall include the information set forth in subsection (i) (1) (A-D) of Government Code Section 12945.2. Upon expiration of the time estimated by the health care provider believes the employee needs to care for the individual requiring care, the unit member must immediately return to work.

10.7.6 Leave Provisions, including, but not limited to, Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), shall be in accordance with Federal and State Law. Where differences between Federal and State provisions occur, the eligible unit member may request the more beneficial of the two.

### NON-MEDICAL LEAVE

10.8 PERSONAL BUSINESS

A unit member may elect to use up to ten (10) days in a school year as Personal Business Leave. Administrative approval is only required if that leave extends a holiday or vacation period, and a unit member shall complete a form when making this request. Unit members shall be docked their per diem rate for any days taken in excess of ten (10) Personal Business days in the same school year.

10.9 BEREAVEMENT

10.9.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel of more than 300 miles from home is required, without loss of salary on account of the death of any member of his/her immediate family. Bereavement days are not deducted from sick leave account.
10.9.2 For purposes of this provision, an employee, spouse, or registered domestic partner of the employee's immediate family member shall be limited to:

- Mother
- Father
- Grandmother
- Grandfather
- Grandchild
- Sister
- Brother
- Daughter
- Daughter-in-law
- Son
- Son-in-law
- Any step-family member referenced in this article, or
- Any relative living in the immediate household

10.10 JUDICIAL

10.10.1 Unit members will be provided leave for regularly called jury duty and to appear in court when called as a witness due to his/her employment with the District.

10.11 OTHER LEAVE WITHOUT PAY

10.11.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority or tenure credit, may be granted for a period of not more than one (1) school year for the following purposes: Peace Corps; care for a member of the immediate family who is ill; long-term illness of the unit member; service in an elected public office; professional study or research; or for personal reasons. The employee may request the option to purchase all fringe benefits while on leave without pay pursuant to this section.

Any unit member on leave may ask to take an additional year of leave. Each request is subject to the same process in place for the granting of leaves of absences.

The application for and granting of such leaves of absence shall be in writing. (Appendix G-3). In addition, a unit member on such leave shall notify the District Human Resources Development Office by March 1st of the school year as to intent to
return to employment in the District. Failure to so notify will be considered an abandonment of position.

10.12 LEAVE VERIFICATION

10.12.1 Whenever there is a reason to question the validity of a request for paid leave, the District may require a unit member to provide a personal affidavit, doctor's certificate or other documentation on District approved forms, as verification of the unit member's request for paid leave.

Article 29: TERM

29.1 The new term of the Agreement will be from July 1, 2017 through June 30, 2019. For the 2018-2019 school year, the parties agree to reopeners on Article 7: Compensation and Benefits. In addition, the District and the Association shall have the ability to reopen two (2) articles for negotiations.

29.2 If desired, either the District or the Association may notify the other in writing no sooner than January 1 and no later than April 1 annually, of its desire to reopen negotiations.
NEW APPENDIX O

One Time Health and Welfare Premium Increase Offset

WHEREAS, the representatives of the District and the Association have met and agreed upon the following Agreement in an effort to assist unit members in offsetting 2017-2018 Health and Welfare premium increases.

WHEREAS, all agreed upon provisions shall become effective November 13, 2017, and shall remain in effect through June 30, 2018; unless the parties meet to negotiate a subsequent expiration date of this Agreement.

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The District agrees to pay a one-time disbursement to assist TVEA members with the increase in insurance costs for the 2017-18 year. Unit members who are actively enrolled in the District’s Health and Welfare program will receive up to a maximum of $75 per month for the months of October 2017 through June 2018. This disbursement will be distributed as follows:

   A. For those members who have opted to pre-tax (IRS 125 Plan) their benefits, a negative voluntary deduction will be made on their paycheck in the agreed upon amount. This will be a one-time adjustment for the 9-month period and will be seen in the February paycheck as a part of the normal pay cycle.

   B. For those members who have not opted to pre-tax their benefits, the payment will occur through a warrant issued as a reimbursement. This warrant is a paper check that cannot be auto-deposited so each member will need to pick up and deposit this check on their own. The timeline for these warrants is approximately the same as for the February pay checks.

As the District is issuing the entire 9-month reimbursement in February, any member who leaves the employment of the district prior to fulfilling the remainder of the contract year will owe back to the District any portion of the reimbursement that is not payable to them based upon the concept of one month’s service earning one month’s reimbursement.

After June 30, 2018, the District’s Health and Welfare contribution shall revert to the 2016-2017 benefits contribution limit of $10,287.

2. The District and TVEA agree that this one time adjustment to health and welfare benefits shall have no impact on retiree medical benefits.
3. The District and TVEA agree that negotiations for Article 7: Compensation and Benefits for the 2017-2018 school year shall be considered closed.

**Technical Notation**
All previously approved tentative agreements on language shall be reflected in the final tentative agreement document presented for the required processes and shall be included in the subsequent printed revised version of the master collective bargaining agreement between the Association and the District.

**AB 1200/Ratification**

This Tentative Agreement is subject to AB 1200 disclosures and approval by TVEA, and the District’s Governing Board.

**Temecula Valley Unified School District**

Bargaining Team Members

---

**Temecula Valley Educators Association**

Bargaining Team Members

---

**Raymond R. Johnson**
Assistant Superintendent
Human Resources Development

**Brian Balaris**
Bargaining Chair
Temecula Valley Educators Association

Raymond R. Johnson

Date: 11-13-17

Balaris

Date: 11-13-17