

*Family and Medical Leave of Absence (TEEA Members)*

The following provisions regarding family and medical leaves of absence are applicable only to members of Tredyffrin/Easttown Education Association. References to the “Agreement” refer to the Collective Bargaining Agreement between the TEEA and the Board.

1. General Employment

The employer shall comply with the requirements of the FMLA and its corresponding regulations, including the following clarifying provisions. Nothing in the Agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in the Agreement or are guaranteed by statute, except as specifically provided herein. All definitions within this section shall correspond to those defined in the Act and its regulations.

2. Spouses

If both spouses are employed by the District, each employee shall be individually entitled to all FMLA leave rights.

3. Leave Year Calculation Method

The calculation of the leave year (12 month period) shall correlate with the school term for employees, beginning with the first work day for the term for employees.

4. Paid or Unpaid Leave for FMLA Purposes

Other paid or unpaid leave provided for in the Agreement or by statute shall not be used for FMLA qualifying purposes until the tenth consecutive day of absence. Additionally, such leave will not be retroactive back to the first day of said leave.