

**Gompers Preparatory Academy
Proposal To
San Diego Education Association**

ARTICLE 12: LEAVES

**SDEA Proposal Passed July 16, 2019
GPA Counter Passed December 13, 2019 (Presented as a Package with Article 3)
SDEA Counter Passed 1/13/20
GPA Counter Passed 2/27/20**

12.1 Sick Leave

12.1.1 Except as set forth in Article 12.1.3, all unit members who work thirty (30) hours a week or more shall accrue four (4) hours of sick leave per pay period.

12.1.2 Except as set forth in Article 12.1.3, all unit members who work less than thirty (30) hours a week shall be allotted forty (40) hours of sick leave on July 1 of each year or on the unit member's first day of employment, whichever is later.

12.1.3 All SOC unit members, regardless of the number of hours worked per week, shall be allotted forty (40) hours of sick leave on July 1 of each year or on the SOC unit member's first day of employment, whichever is later.

12.1.4 For all unit members other than SOC unit members, unused sick leave shall carry over from year to year. For SOC unit members, unused sick leave shall not carry over from year to year.

12.1.5 Sick leave must be used in increments of ~~fifteen minutes~~ one hour. Sick leave may be used for the diagnosis, care, or treatment of an existing health condition, or for preventative care for the unit member or the unit member's family member. Sick leave may also be used if the unit member is a victim of domestic violence, sexual assault or stalking for reasons related thereto. Time off for medical and dental appointments will also be treated as sick leave.

12.1.5.1 For purposes of this policy, family member means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the unit member. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological,

foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

12.1.6 No unit member may receive pay in lieu of sick leave.

12.2 Transfer of Unused Sick Leave

Any sick days accumulated but unused will be transferred, if applicable, to a subsequent public school employer upon separation from employment for all unit members with the exception of SOC unit members. Unit members will not be paid for unused sick time upon separation from employment.

12.3 Statements of Sick Leave

12.3.1 GPA retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability if abuse of sick leave is suspected. Sick pay may be withheld if a satisfactory verification is not received in a timely manner, generally defined as within ten workdays of the date of the request. Verification from a licensed health care practitioner will also be requested for an absence of three days or more before a unit member may return to work.

12.3.2 Upon retirement, unit members' accrued sick leave, if any, may be applied towards service credit in accordance with State Teachers Retirement System (STRS) regulations. This section does not apply to SOC unit members.

12.3.3 GPA will provide each unit member with the amount of theirs' total accrued sick leave on the unit member's pay stubs as required by law.

12.4 Notification of Absence

If medical circumstances allow, unit members should submit an absence request through GPA's payroll system before taking sick leave. If they are unable to do so prior to taking their leave, the unit member must notify GPA's Human Resources Department and the unit member's supervisor by email or text as soon as is reasonably possible. The request must then be submitted to GPA's payroll system by the unit member immediately upon the unit member's return to work if permitted by the system. If not permitted by the system, the unit member shall send an email to the Human Resources Department stating the type of leave, the dates of leave, the start time of the absence and the total time off. Failure to comply with this procedure may result in disciplinary action.

12.5 Personal Business ~~Absence~~Leave

12.5.1 Unit members may use up to four (4) days per academic year of accumulated sick leave for personal business ~~subject to GPA's approval~~subject to GPA's approval. Unit members must request personal business leave from GPA pursuant to this Article at least forty-eight (48) hours in advance when reasonably possible.

12.6 Bereavement Leave

12.6.1 Unit members are entitled to up to three (3) days of paid bereavement leave due to the death of a family member as defined in Article 12.1.5.1. If a funeral is more than 500 miles from a unit member's residence, the unit member may receive an additional two (2) days of paid leave subject to prior approval from the unit member's supervisor.

12.6.2 Unit members ~~that who~~ qualify for paid Bereavement Leave may ~~elect~~ be eligible to use up to five (5) ~~additional-accrued~~ days of their accumulated-sick Leave in addition to Bereavement Leave with GPA's approval.

12.6.3 Unit members who do not qualify for paid Bereavement Leave may be eligible to use up to five (5) accrued days of Sick Leave with GPA's approval.

12.7 Jury Duty and Court Witness Leave

12.7.1 All unit members who receive a notice of jury duty or a court order or a subpoena requiring them to testify as a witness in court must notify their supervisor ~~as soon as possible~~ and provide a copy of the official jury duty notice, court order or subpoena, to the Human Resources Department ~~as soon as possible~~. Unit members should, whenever possible, request to postpone a summons to perform jury duty to the summer period.

12.7.2 Full-time non-exempt unit members may take up to five (5) days of paid leave, if required, for jury duty or to testify in court as a witness pursuant to a court order or a subpoena. Exempt unit members will receive their regular salary unless they do not work any hours during the course of a workweek. Unit members must report for work whenever the court schedule permits.

12.8 Leave Without Pay

12.8.1 Unit members who are not otherwise eligible for leave pursuant to the Family Medical Leave Act or the California Family Rights Act may be granted an unpaid leave of absence for up to twelve (12) weeks following the birth or adoption of a child or to take care of a family member with a serious illness or any other reason permitted by FMLA or CFRA.

12.8.2 Unit members who wish to take leave pursuant to this Article 12.8 may be required to provide documentation from a healthcare practitioner to support the need for leave.

12.8.3 Unit members may choose to use accrued sick leave during this otherwise unpaid leave of absence as permitted by law.

12.8.4 Unit members on unpaid leave pursuant to this article are eligible for benefits under the same terms and conditions as a unit member on FMLA/CFRA leave to the extent permitted by law and the benefit plan documents.

12.9 Catastrophic Illness or Injury Program

~~Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic, but common conditions such as back pain, a broken limb, or influenza shall not. In the event of catastrophic illness or injury, a bargaining unit member may use up to a maximum of 65 additional sick leave days in a school year, donated by other members of the bargaining unit, subject to the following conditions:~~

- ~~a) The bargaining unit member must have donated at least one day to the bank, unless waived by the committee delineated in Letter C below.~~
- ~~b) The bargaining unit member or a person authorized shall make a written request to the Director for the additional days, stating the reason for the request and the number of days requested. Upon request of the Director, the unit member shall provide confirmation or additional information from the unit member's treating physician. The Physician Certification~~

~~form used for FMLA purposes shall be the minimum foundation for required documentation. (This form shall be used for this purpose even if the employee is not yet eligible for FMLA leave.)~~

- ~~e) A committee consisting of the Director, another representative of GPA, and two unit members selected by the Union shall determine whether the unit member qualifies for the additional sick leave under this standard. (The Committee may meet by conference call.) All information provided by the unit member concerning his or her condition shall be held in strictest confidence by the members of the committee, and shall be isolated from other employment records, as required by the Americans with Disabilities Act.~~
- ~~d) The unit member shall have exhausted his/her own sick leave and personal leave to be eligible to receive donated sick days.~~
- ~~e) To ensure that unit members retain sufficient sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 24 hours.~~
- ~~f) All transfers of eligible leave credit shall be irrevocable. The Director shall ensure that all donations are confidential if so requested.~~
- ~~g) The unit member who is the recipient of the donated leave credits must use those credits within twelve (12) consecutive months.~~

~~If donated credits are not used by the unit member within twelve (12) consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave. SDEA shall be notified when days placed in the pool are either credited or used.~~

12.9 Unit Members on Special Assignment and Extended Calendar

Unit members who are on special assignment and who are scheduled to work an extended calendar greater than a 205 day work year will be eligible to earn paid vacation leave on the same terms and conditions as non-unit members working the same extended calendar.

12.10 Other Leaves

Unit members shall be granted all other leaves afforded them under state and federal law. For unpaid leaves afforded under state and federal law, unit members may choose to use accrued sick leave as permitted by law.

