

**GCCA
PROFESSIONAL / SUPPORT STAFF
PAID TIME OFF/SICK LEAVE**

Paid time off (PTO) for all District personnel is compensated leave to be granted to a staff member who, through personal or family illness, injury, quarantine or other appropriate personal reason, will be absent from work.

Each staff member shall be credited with a PTO allowance at the rate of one (1) day per month up to ten (10), eleven (11) or twelve (12) days, determined by the number of months employed:

Twelve (12) month employment twelve (12) days

Eleven (11) month employment eleven (11) days

Ten (10) month employment ten (10) days

Eligible Ten and Eleven month staff members shall be able to utilize five (5) days of allowable PTO days from the beginning of the contract year. Eligible Twelve month employees shall be able to utilize six (6) days of allowable PTO days from the beginning of the contract year. Additional PTO days will be added at the beginning of the second half of the contract year to the maximum earnable days over the length of the agreement.

PTO days of any staff member who does not serve a full school year shall be prorated at the rate of one (1) day per month.

For the purposes of this policy, one (1) day shall be equal to the number of hours assigned to be worked per day.

The unused portion of such allowance shall accumulate to a maximum of sixty (60) days, at which time no more PTO can be accumulated. As accumulated PTO days are used and drop below sixty (60) days, an eligible employee may again accumulate PTO leave up to the maximum limit. Those employees who have already earned over sixty (60) days of PTO upon adoption of this policy will be capped at their current amount not to exceed 150 days.

Leave other than illness requires Superintendent or principal approval and a four (4)-day advance notice. No more than ten percent (10%) of the instructional staff may take PTO on the same day. Leave taken for personal reasons may not exceed four (4) consecutive days without Superintendent authorization.

Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one (1) time.

PTO will not be granted during the following periods:

- On the day immediately preceding or following a holiday or vacation.
- During the first two (2) weeks of school or the last week of school.
- During parent conferences, required student testing days, or staff development activities.
 - Exceptions will be made when specified as absence due to illness, or for an appointment not under the control of the employee. An exception for an appointment must be requested through the Smartfind absence management system prior to the absence, must have the Superintendent's approval, and may require documentation.

When a staff member exhausts all days of accumulated PTO and available vacation days (12 month employees only), an unpaid leave of absence must be requested, pursuant to District policy.

Any employee who can be shown to have willfully violated or misused the District's PTO policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Use of Earned PTO

Earned PTO shall be provided upon the request of an employee. Such request may be made orally, in writing, by electronic means or by any

other means acceptable to the employer. When possible, the request shall include the expected duration of the absence.

When the use of earned PTO is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the earned PTO and shall make a reasonable effort to schedule the use of earned PTO in a manner that does not unduly disrupt the operations of the employer.

Earned PTO may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

For earned PTO of three (3) or more consecutive work days, an employer may require reasonable documentation. Documentation signed by a health care professional indicating that earned paid leave is necessary shall be considered reasonable documentation for purposes of this section. For other non-healthcare related PTO reasons the employer may require other appropriate and reasonable documentation.

As defined in statute (**A.R.S. 23-371**), "family member" means:

- A. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
- B. A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
- C. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- D. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

E. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Notice:

A. Employers shall give employees written notice of the following at the commencement of employment or by July 1, 2017, whichever is later: employees are entitled to earned PTO and the amount of earned paid leave, the terms of its use guaranteed in statute, that retaliation against employees who request or use earned PTO is prohibited, that each employee has the right to file a complaint if earned PTO as required by statute is denied by the employer or the employee is subjected to retaliation for requesting or taking earned PTO, and the contact information for the commission where questions about rights and responsibilities under can be answered.

B. The required notice shall be in English, Spanish, and any language that is deemed appropriate by the Industrial Commission of Arizona.

C. The amount of earned paid sick time available to the employee, the amount of earned paid sick time taken by the employee to date in the year and the amount of pay the employee has received as earned paid sick time shall be recorded in, or on an attachment to, the employee's regular paycheck.

D. The Industrial Commission of Arizona shall create and make available to employers, in English, Spanish, and any language deemed appropriate by the commission, model notices that contain the information for employers' use in complying with the statute.

E. Employer violation of the notice requirements shall be subject to a civil penalty as prescribed in A.R.S. 23-364.

Accrual:

A. Employees of an employer with fifteen (15) or more employees shall accrue a minimum of one (1) hour of earned PTO for every

thirty (30) hours worked, but employees shall not be entitled to accrue or use more than forty (40) hours of earned PTO per year, unless the employer selects a higher limit.

B. Earned PTO shall begin to accrue at the commencement of employment or on July 1, 2017, whichever is later.

C. An employee may use earned PTO as it is accrued.

D. Employees who are exempt from overtime requirements under the Fair Labor Standards Act of 1938 (29 United States Code section 213(A)(1)) will be assumed to work forty (40) hours in each work week for purposes of earned PTO accrual unless their normal work week is less than forty (40) hours, in which case earned PTO accrues based upon that normal work week.

E. Earned PTO shall be carried over to the following year, subject to the limitations on usage indicated above for employees of employers with fifteen (15) or more employees and employees of employers with fewer than fifteen (15) employees.

F. If an employee is transferred, but remains employed by the same employer, the employee is entitled to all earned PTO accrued and is entitled to use all earned PTO as provided in this section.

G. When there is a separation from employment and the employee is rehired within nine (9) months of separation by the same employer, previously accrued earned PTO that had not been used shall be reinstated. Further, the employee shall be entitled to use accrued earned PTO and accrue additional earned PTO at the re-commencement of employment.

Retaliation Prohibited

It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected in statute.

An employer shall not engage in retaliation or discriminate against an employee or former employee because the person has exercised protected rights. Such rights include but are not limited to the right to

request or use earned PTO pursuant to the statute; the right to file a complaint with the commission or courts or inform any person about any employer's alleged violation; the right to participate in an investigation, hearing or proceeding or cooperate with or assist the commission in its investigations of alleged violations and the right to inform any person of his or her potential rights.

It shall be unlawful for an employer's absence control policy to count earned PTO taken as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Protections of this section shall apply to any person who mistakenly but in good faith alleges violations of this policy based on the supporting statutes.

Adopted: