

**TENTATIVE AGREEMENT  
• BETWEEN  
SAN MATEO COUNTY OFFICE OF EDUCATION  
AND  
SMCEA**

**8.4 Sick Leave**

- 8.4.1 All unit members employed 5 days a week shall be entitled to 10 days leave of absence for illness or injury with full pay for a school year of service. All unit members employed for less than 5 school days a week shall be entitled, for a school year of service, to that proportion of 10 days leave of absence for illness or injury as the number of days they are employed bears to 5. Physician verified disability due to pregnancy, miscarriage, childbirth, and recovery there from shall qualify the female unit member to use her accumulated sick leave. Bargaining unit members may use sick leave for the following purposes:
- 8.4.1.1 Sick leave: Bargaining unit members may take sick leave for themselves and their eligible family members as defined in Section 8.4.1.3: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.
- 8.4.1.2 Safe leave: Bargaining unit members may take safe leave if the unit member is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the unit member, such as judicial assistance, medical attention, counseling, etc.
- 8.4.1.3 For purposes of this Section, "immediate family" is defined as: parent, parent-in-law, person who stood in loco parentis status when the unit member was a minor child, grandparent of the unit member or the unit member's spouse or registered domestic partner, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the unit member, an individual for which the associate stands in loco parentis, legal guardian or ward, or any person living in the immediate household of the unit member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.
- 8.4.2 After a unit member has exhausted all available sick leave, and continues to be absent, the unit member is eligible to receive differential sick leave pay for a period of time extending up to 5-school months. The differential sick leave pay the unit member receives during the up to 5-school month period shall be

the difference between the unit member's salary and the sum that is actually paid a substitute unit member or, if no substitute unit member was employed, the amount that would have been paid to the substitute had a substitute been employed.

8.4.2.1 A bargaining unit member shall not be provided more than one five-month period per illness or injury. If a school year terminates before the five-month period for an injury or illness is exhausted, the bargaining unit member may take the balance of the five-month period for that same illness or injury in a subsequent school year.

8.4.2.2 A unit member shall not be eligible to receive more than one five-month differential leave period per school year.

8.4.2.3 The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

8.4.2.4 The County Office may require a unite member to provide written verification of length of the leave needed, the date the leave commenced, and the reason for the leave – without identifying the underlying medical reason for the absence – taken under this Section from the unit member's healthcare provider.

8.4.3 Securing substitute unit members for all bargaining unit members shall be the responsibility of the County Office.

**8.4.4 To clarify current requirements as of September 15, 2023, the County Office is proposing the following: If a unit member is absent for more than five consecutive days, they will be required to submit a note from their healthcare provider verifying they were absent for a sick leave covered reason. In addition, the County Office may require a unit member to submit a note in situations where the County Office has a reason to believe suspects that the unit member is misusing sick leave.**

**8.4.5 ESY: For unit members who sign a contract with the County Office to work a full ESY session, they will receive one additional sick leave day per session that will be added to their sick leave bank and will remain in their sick leave bank if not used during ESY. Unit members may only use one sick leave day during each ESY session.**

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## **8.6 Personal Business Leave/Mental Health Days**

**Three days of leave per year will be allotted for personal business that cannot reasonably be conducted during out-of-school hours or for a mental health day. Personal business leave/mental health days may not be used during the first two weeks of a unit member's assigned work year, within the last two weeks of a unit member's assigned work year or the two days preceding or after a County Office recognized holiday, except with the advanced written permission of the unit member's Division Head, or in emergency situations. In the event of an emergency**

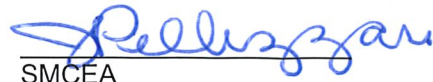
situation, the unit member must provide immediate notice to their manager of the need to take a personal business leave day.

9/18/2023

Dated

9/15/23

Dated



SMCEA

Tami Moore

Digitally signed by Tami Moore  
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San Mateo County Office of  
Education