

## GUSD Agreement to Resolve Arbitration on Leave

The District (GUSD) and Association (GTA) agree to resolve this arbitration prior to the actual arbitration based on the following agreement. GUSD will comply with terms of the Collective Bargaining Agreement by continuing to follow the law in terms of Pregnancy Disability Leave (PDL), Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and will issue a joint statement to all GTA bargaining unit members explaining how the leaves work in conjunction with one another.

~~The District also agrees to pay the grievant's Sarah Morrison, Mirna Asadourian, Jessica Isco, and Elizabeth Mularz the equivalent of one month's cost of out of pocket medical expenses incurred while on leave under CFRA provided they opted to pay for medical benefits while on CFRA leave if they were not already provided by the District.~~

The District also agrees that in the future GTA members who are on unpaid ~~CFRA leave or unpaid~~ FMLA leave may use no more than 15 days of any accumulated sick days for pay, but will not be able to go into their 100 days at 50% pay if on CFRA or FMLA, but. Employees will not be given medical coverage by the District if by law the District has satisfied their yearly responsibility to provide paid medical benefits under PDL, FMLA, and CFRA and PDL. Such statutory family and medical leave status includes up to 12 weeks (or 60 work days) per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child, or the employee's parents.

Phyllis Miller

Date: Jan 6, 2014

Phyllis Miller, GTA President

Maria G. Gandera

Date: 1/6/14

Maria G. Gandera, Assistant  
Superintendent, HR