

## ARTICLE 16

### LEAVE POLICIES

#### ARTICLE 16.1- SICK LEAVE

Every Bargaining Unit Member shall be entitled to ten (10) days per year of paid sick leave for each year of employment. The District may require a physician's verification of illness if a Bargaining Unit Member has been on sick leave for ~~more than~~ (four) 4 ~~five (5) three (3) three (3)~~ or more consecutive days. After a member uses 10 (ten) sick days in a school year, the member may be required to provide a physician's verification of illness for three (3) consecutive days. The District shall provide each Bargaining Unit Member with a written statement of:

1. ~~His/her~~ A member's total accrued sick leave and their sick leave entitlement for the school year.
2. Such a statement shall be provided no later than October 1, of each school year.

~~A Bargaining Unit Member will be allowed to take a full day, half day, or (1) hour leave. Members taking half-day leaves will be deducted three (3) hours and forty-five (45) minutes from their sick leave bank. One (1) hour leaves shall only be utilized at the beginning and/or end of the workday. The one (1) hour leave can be used at any time during the school day. There will be no restrictions on the type of leave that the Bargaining Unit Member may use in so far as it is the appropriate leave for the absence. Habitual use of hourly leaves may be addressed in the form of a corrective action plan by the site administrator.~~

Elementary:

Half Day AM: 8:30 a.m.-12:15 p.m.

Half Day PM: 12:00 p.m.-3:45 p.m.

Middle School:

Half Day AM: 7:35 a.m.-11:20 a.m.

Half Day PM: 11:05 a.m.-2:50 p.m.

High School:

Half Day AM: 8:20 a.m.-12:05 p.m.

Half Day PM: 11:50 a.m.-3:35 p.m.

## **ARTICLE 16.2 - PERSONAL NECESSITY LEAVE**

Every Bargaining Unit Member shall be entitled to use seven (7) days of his paid sick leave allotment during each school year in case of personal necessity. Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the discretion of the Unit Member who shall not be required to explain the reason. Any days used in excess of the seven (7) allotted days will be docked at the per diem rate.

## **ARTICLE 16.3 PERSONAL LEAVE**

A Bargaining Unit Member may take up to five (5) days of leave for personal reasons with only **the cost of a** substitute to be deducted from Bargaining Unit Member's salary, and will require two (2) days notice to Superintendent or designee. This leave may only be used once all other leaves have been exhausted. **This use of personal leave may have an impact on STRS retirement service credit.**

## **ARTICLE 16.4- MISCELLANEOUS**

A Bargaining Unit Member on Board-approved unpaid leave of absence for up to one (1) ~~less than 75% of the~~ school year shall be entitled to return to the same position held immediately before commencement of the leave. Continued absences after available sick leave is exhausted will follow the provisions of Education Code 44977.

## **ARTICLE 16.5- BEREAVEMENT LEAVE**

**A certificated employee shall be granted a leave of absence of five (5) days on the account of the death of any member of their immediate family and shall receive full pay by the District.**

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Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee as stated in Education Code §44985.

~~Members of the immediate family shall include the mother, father, grandfather, grandmother, or grandchild of the employee as well as the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, father-in-law, mother-in-law, step-mother, step-father, step-brother, step-sister, domestic partner, or any relative living in the immediate household of the employee. The district may consider special extenuating circumstances on a case by case basis.~~

~~A Bargaining Unit Member shall be granted a leave of absence of five (5) days on account of death of any member of his/her ~~their~~ immediate family and shall receive full pay by the District. Members of the immediate family covered under this leave as stated in Education Code §44985.~~

#### **ARTICLE 16.6- JUDICIAL- GOVERNMENT LEAVE**

A Bargaining Unit Member shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or respond to an official order from another governmental jurisdiction for reasons not brought about through misconduct of the Bargaining Unit Member. A Bargaining Unit Member shall receive his regular pay, less any amount he receives for jury or witness fees, or turn over jury fees with the exception of mileage reimbursement, to District and receive regular pay.

Application for this leave shall be in writing and approved by the Superintendent or designee  
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prior to the actual day(s) of absence. In the event of an emergency where advance notice cannot be obtained, the Bargaining Unit Member may be required by the Superintendent to complete a signed affidavit presenting written documentation of fact.

#### **ARTICLE 16.7- MILITARY LEAVE**

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Military service leave shall be granted in accordance with State law and Board policies. Application for this leave shall be in writing and approved by the Superintendent or designee prior to the actual days of absences. In the event of an emergency where advance notice cannot be obtained, the Bargaining Unit Member may be required by the Superintendent to complete a signed affidavit presenting written documentation of fact.

#### **ARTICLE 16.8- PROFESSIONAL LEAVE**

A permanent Bargaining Unit Member may be granted a leave of absence without pay for educational purposes, not to exceed one (1) year in duration, upon the recommendation of the Superintendent and with the approval of the Board.

#### **ARTICLE 16.9- MATERNITY LEAVE**

Maternity leave shall not exceed twelve (12) calendar months in duration, and in the case of a probationary employee, shall terminate on June 30, next succeeding the effective beginning date of the maternity leave; providing that if a probationary employee has been employed for the next succeeding school year a maternity leave may be granted beyond June 30. The employee may return to duty at any time their doctor certifies, in writing, she is able to return to full performance of her duties. During the period of absence for pregnancy, or pregnancy related health impairment, as substantiated by a physician's certificate, the Bargaining Unit Member shall be entitled to either:

1. Ordinary sick leave as provided under District policy.
2. Or leave of absence without pay, as provided under District policy for other unpaid sick leave.

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When the Bargaining Unit Member has elected to be on unpaid sick leave, and in her physician's opinion must be absent past the date of return to duty initially estimated, the Bargaining Unit Member may then elect to apply unused sick leave for the balance of her absence. Nothing in these rules shall be construed so as to deprive any Bargaining Unit Member of sick leave rights under other sections of this code.

#### **ARTICLE 16.10- APPLICATION AND NOTICE**

Application for maternity leave shall be submitted, in writing, to the Superintendent of Schools, specifying the effective date of leave and intended date of return to duties. If a Bargaining Unit Member requests unpaid sick leave, such request must be made not less than three (3) weeks prior to the first day of leave. A Bargaining Unit Member, requesting the use of either paid or unpaid sick leave for pregnancy, must furnish a statement from her physician that, in the physician's opinion, the Bargaining Unit Member should no longer work. For purposes of planning the employment of substitutes, the physician's statement must indicate the date of Bargaining Unit Member's initial absence from her position and the date the physician expects that, under normal circumstances, the Bargaining Unit Member should be able to return to duty. The physician's certificate shall be submitted to the District not less than three (3) weeks prior to the beginning of the Bargaining Unit Member's expected leave. On or before July 1, of any year, a permanent Bargaining Unit Member or a probationary Bargaining Unit Member on maternity or post-partum sick leave and employed for the next succeeding school year shall notify the Board, in writing, of intended return to duties.

#### **ARTICLE 16.11- QUARANTINE LEAVE**

District directed quarantine days will be paid by the District and will not impact employee sick or personal necessity days.

#### **ARTICLE 16.12- JURY DUTY LEAVE**

There should be no deductions from pay or sick leave for the absence of certificate employees  
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for jury duty. The governing board however recognizes that it is less disruptive to instruction when certificated staff are present as much as possible throughout the regular school year. Therefore, if certificated employees are willing and able to defer or postpone jury service until the District's scheduled breaks (Thanksgiving, Winter, Presidents, Spring, and Summer),

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their civic obligation with appropriate documentation.

### ARTICLE 16.13 - CATASTROPHIC LEAVE

1. **Definition:** A “catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates an employee’s immediate family member and requires the employee to take time off from work for an extended period of time to care for that family member.
2. **Participation:** All certificated employees are eligible to request Catastrophic Leave in accordance with this Article. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
  - a. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a doctor’s verification of injury or illness.
  - b. The employee has continued to use any accrued sick leave/~~vacation or other available paid leave~~ until such time as the employee has exhausted all available paid leave prior to the request or utilization of donated sick leave ~~or vacation~~.
  - c. The employee has to have been employed by the District for a minimum of one (1) year, so as to be eligible to apply for catastrophic leave.
  - d. The employee or a member of the employee’s family is suffering from a serious illness or injury that is expected to last for ~~three (3) months~~ **an extended period of time of** one (1) month or more.~~or more~~.
  - e. The employee requesting donated sick leave or ~~vacation~~ has provided the Assistant Superintendent of Human Resources and BTA President verification of catastrophic illness or injury before participating in the Catastrophic Leave Program.
  - f. In cases of the employee’s family member, the employee has demonstrated to the satisfaction of the District Human Resource Administrator and BTA President that the absence is necessary to care for a family member.
  - g. Verification for either a District employee or employee’s family member shall be by means of a letter or other instrument dated and signed by the sick or injured BTA Article 16 - Leaves\_Counter Proposal #2\_03-31-23

person’s physician indicating the incapacitating nature and probable duration of the illness or injury.

### **3. SICK DONATION REQUIREMENTS**

a. All employees of the District are eligible to participate in donating accrued sick Banning USD Counter Proposal #3 Article 16 Leaves 5-25-23

~~leave and/or vacation~~ to an employee approved to receive such donations.

b. Employees who donate sick leave must donate a minimum of one (1) day in hour increments according to FTE. This hourly minimum based on FTE can be from sick leave.

c. Employees who wish to donate accrued sick leave must have a minimum of fifteen (15) days of sick leave remaining after donating any sick leave. ~~and a minimum of five (5) vacation days remaining after donating any vacation days.~~

### **4. USE OF THE CATASTROPHIC SICK LEAVE BENEFIT**

a. Employees wishing to avail themselves of catastrophic leave shall make such requests to the District's Human Resources Office on a form mutually agreed to by the District and the BTA, which shall include date of signature.

b. Employees who receive donated sick leave shall be paid at whatever their normal rate of pay would be if they were in a work status.

c. In the event the employee wishes to avail themselves of this option or are unable to personally make such requests, the District agrees to accept a request from a member of the employee's family or a BTA representative.

d. Upon receipt and approval of a request to participate in this catastrophic leave option, the District and the BTA shall jointly solicit donations of sick leave from other employees of the District in such a manner that the request reaches the greatest number of employees.



To: Banning USD - Human Resources

Re: Sick / Vacation Leave Donation Date: \_\_\_\_\_

I would like to donate \_\_\_\_\_ day(s) of leave to \_\_\_\_\_ (Donations must be a MINIMUM of 1 DAY.)

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This leave should be taken from my accrued:

\_\_\_\_\_ SICK LEAVE

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\_\_\_\_\_ VACATION LEAVE (Applicable to Classified Employees Only)

I, the undersigned employee, understand:

- My donation is strictly voluntary;
- My sick leave balance will be reduced by the specified number of hours stated above; • This decision is irreversible as of the date this form has been signed by the employee and submitted; ~~I also understand that all transfers of eligible leave credits are irrevocable. (E.C. 44043.5 /CSEA Article 14.22.2/ BTA Article 16.13)~~
- My donation can only be made to an employee in the same bargaining unit. • ~~I understand that to ensure that all employees retain sufficient sick leave and vacation days to meet their own needs, Donors cannot reduce their my accumulated sick leave to fewer than 15 days and their my accumulated vacation days to fewer than 5 days. (Board Policy AR4161.9/ CSEA Article 14.10.3/ BTA Article 16.13)~~
- The number of sick and vacation days can be verified with the site secretary.

\_\_\_\_\_ Certificated Classified NAME (PLEASE PRINT)  
(Circle one)

\_\_\_\_\_  
SIGNATURE

Please return the completed form to Human Resources

OFFICE USE ONLY:

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Processed: \_\_\_\_\_





Johnny Baker  
Assistant Superintendent, HR  
Banning Unified School District



Randy Robinson  
Lead Negotiator  
Banning Teachers Association

6/6/2023

Date

6/6/2023

Date