

ARTICLE XVI

LEAVE POLICIES

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 five (5) or more consecutive days. The District shall provide each Bargaining Unit Member with a written statement of:

1. His/her total accrued sick leave and his sick leave entitlement for the school year.
2. Such statement shall be provided no later than October 1, of each school year.

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.

PERSONAL LEAVE

A Bargaining Unit Member may take up to five (5) days leave for personal reasons with only the substitute to be deducted from Bargaining Unit Member's salary, and will require two (2) days notice to Superintendent or designee.

MISCELLANEOUS

A Bargaining Unit Member on approved unpaid leave of absence for less than 75% of the school year shall be entitled to return to the same position held immediately before commencement of the leave.

BEREAVEMENT LEAVE

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 immediate family and shall receive full pay by the District.

~~—provided this leave is taken within a ten (10) day period immediately succeeding the death.~~

Members of the immediate family covered under this leave as stated in Education Code §44985.

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 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.

MILITARY LEAVE

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.

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.

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.

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.

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.


QUARANTINE LEAVE

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

JURY DUTY LEAVE


There should be no deductions from pay or sick leave for the absence of certificate employees 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), Bargaining Unit Members will be compensated ~~\$250 (two hundred and fifty dollars)~~ the daily substitute rate per day, for fulfilling their civic obligation.

Date: 5/27/2022



Mr. Randy Robinson
Lead Negotiator
Banning Teachers' Association (BTA)

Date: 5/27/22



Mr. Terrence Davis
Superintendent
Banning Unified School District