

ARTICLE XI
Paid Leave Policy

Sick Leave and Personal Leave

Section 1 Sick leave shall be defined as:

- A. The personal illness/disability of an employee.
- B. The illness or injury of a member of the employee's immediate family.
- C. Adoption of a child

Section 2 Personal leave shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours. Personal leave will be granted upon approval of the building administrator and Human Resource Director for absences from school in circumstances of an unusual nature and need. This applies to absences which are necessary and unavoidable, because matters of business cannot be reasonably transacted outside of school hours. Some examples of proper use of personal leave are: taking care of legal matters such as the settling of an estate, the purchase of a home, or the adoption of a child; attending the funeral of a close friend; meeting religious obligations; getting married; attending to an emergency at home (see Section 10 of this Article for examples of improper use of personal leave.) Special circumstances may be approved with prior notification/approval by the Superintendent or his/her designee.

Section 3 An employee will be allowed leave time as set forth in this Article to the extent of thirteen (13) school days per year. An employee shall

receive credit at the end of the school year for the unused portion of the thirteen (13) day leave allowance. The accumulated maximum total days, herein referred to as the sick leave bank, which may be used for personal illness or injury only (as defined above), shall not exceed two hundred five (205) days in any school year. Teachers who have accumulated two hundred five (205) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used thirteen (13) days.

Section 4 At the beginning of each school year and throughout the year, the Board shall contribute a sufficient number of sick leave days to a bank of leave days called the BEA sick bank, so as to maintain the number of days in said bank at a maximum of five hundred (500) days, provided, however, that the number of days contributed to the sick leave bank by the Board in any one (1) school year shall not exceed an amount equivalent to the number of teachers employed by the Board at the beginning of said school year. The above mentioned BEA sick leave bank shall be administered by the Board. Teachers who have exhausted their accumulated sick leave allowance may make withdrawals from the BEA sick leave bank equivalent to the number of days the teacher had in his/her personal sick leave bank at the beginning of that school year.

Section 5 Upon completion of each school year, a teacher utilizing two (2) or less paid leave days during that year shall receive their choice of the following:

Zero days	\$100 or 1 unrestricted personal day
1 day	\$ 75 or 1 unrestricted personal day
2 days	\$ 50 or 1 unrestricted personal day

If a teacher chooses an unrestricted personal day and wants to use it the day before or the day after a holiday, the number of teachers able to utilize their day will be restricted to one teacher per elementary/middle school and two teachers at the high school. This unrestricted personal day shall be considered one full day regardless if there is a half day scheduled per the school calendar and may not be used on the first or last scheduled student day.

Section 6 Any teacher who is absent because of an injury compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the absence due to injury up to a limit of three hundred sixty-five (365) calendar days. However, in no event shall a teacher receive an amount which exceeds his/her salary.

The difference between such regular daily salary payment and the daily amount received under the Worker's Compensation Law shall be divided by the teacher's regular daily salary for each day or days of absence and the quotient thereof shall be chargeable to and deducted from the teacher's common sick leave bank. If absence continues beyond three hundred sixty-five (365) days, further absences shall be charged pro-rata to the teacher's personal accumulative sick leave bank.

Teachers absent due to such injury/illness shall continue to accrue seniority, salary credit and advancement, and all other rights and benefits as provided by this agreement for the duration of the illness. Eligibility for insurance benefits will be maintained for a minimum of twelve (12) months and for as long as the teacher continues to receive paid leave under either the teachers' common sick leave bank or the teacher's personal accumulative sick leave bank.

Section 7 Should the Board have probable cause to believe that a teacher is abusing the paid leave policy, the Board may require verification prior to the time the teacher returns to school.

Section 8 Any teacher who is unable to return to duty following two (2) consecutive weeks of illness as defined in Section 1 above may be required to present a certificate of ableness signed by a physician to the Superintendent before returning to work. The Board reserves the right to require the teacher to be examined by a Board designated physician at Board expense.

Section 9 Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) days per occurrence for a death in the immediate family and/or member of the teacher's household. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother, children, grandchildren and grandparents.
- B. Any administratively required medical examination.

- C. Any administratively approved attendance at the employee assistance program facility.
- D. A teacher who is exposed on the job and is subsequently absent from work because of Mumps, Measles, or Chicken Pox shall have days charged against leave days restored upon presentation of evidence of on-the-job exposure.
- E. Any additional time off required to conform to Board requirements initiated from Sections 6 and/or 7 above.

Section 10 Notification of leave shall be filed with the principal as far in advance as practicable. Improper use of leave will result in disciplinary action, including but not limited to the loss of salary for the day or days in question.

Examples of unacceptable uses of leave days include:

- A. Recreational pursuits
- B. Other employment except with administrative approval
- C. Social functions
- D. Travel
- E. Child care (except in emergency situations)
- F. Economic gains
- G. Extension of holidays, vacations, or other school recesses.

II. Jury Duty

A leave of absence may be granted for jury service. The Board will pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty

and on which he/she would otherwise have been scheduled to work, under the procedure established by the Business Office.

III. Sabbatical Leave

Pursuant to Section 572 of the School Code of 1952, a maximum of two percent (2%) of the bargaining unit who have been employed for seven (7) consecutive years may be granted a sabbatical leave for one (1) year. Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent, will improve instruction in the Berkley School District, or will improve the efficiency of the teacher, shall be considered consistent with the purpose of sabbatical leave. The Sabbatical Leave Policy is set forth in Appendix "C".