

1 **Bainville K-12 Schools**

2
3 **PERSONNEL**

5321P
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4
5 Conditions for Use of Leave

6
7 Certified staff may use sick leave for those instances listed in the current collective bargaining
8 agreement. Classified staff may use sick leave for illness; injury; medical disability; maternity-
9 related disability, including prenatal care, birth, miscarriage, or abortion; quarantine resulting
10 from exposure to contagious disease; medical, dental, or eye examination or treatment; necessary
11 care of or attendance to an immediate family member or, at the District's discretion, another
12 relative for the above reasons until other attendants can reasonably be obtained, and death or
13 funeral attendance for an immediate family member. Leave without pay may be granted to
14 employees upon the death of persons not included in this list.

15
16 Accrual and Use of Sick Leave Credits

17
18 Certified employees will accrue and may use their sick leave credits according to the current
19 collective bargaining agreement.

20
21 Classified employees serving in positions that are permanent full-time, seasonal full-time, or
22 permanent part-time are eligible to earn sick leave credits, which will accrue from the first (1st)
23 day of employment. A classified employee must be employed continuously for a qualifying
24 period of ninety (90) calendar days in order to use sick leave. Unless there is a break in service,
25 an employee only serves the qualifying period once. After a break in service, an employee must
26 again complete the qualifying period to use sick leave. Sick leave may not be taken in advance
27 nor may leave be taken retroactively. A seasonal classified employee may carry over accrued
28 sick leave credits to the next season if management has a continuing need for the employee or,
29 alternatively, may be paid a lump sum for accrued sick leave credits when the season ends, in
30 accordance with ARM 2.21.141.

31
32 Employees, whether classified or certified, simultaneously employed in two (2) or more
33 positions, will accrue sick leave credits in each position according to the number of hours
34 worked or a proration of the contract (in the case of certified) worked. Leave credits will be used
35 only from the position in which the credits were earned and with approval of the supervisor or
36 appropriate authority for that position. Hours in a pay status paid at the regular rate will be used
37 to calculate leave accrual. Sick leave credits will not accrue for those hours exceeding forty (40)
38 hours in a work week, which are paid as overtime hours or recorded as compensatory time. A
39 full-time employee will not earn less than nor more than the full-time sick leave accrual rate
40 provided classified employees.

41
42 When an employee who has not worked the qualifying period for use of sick leave takes an
43 approved continuous leave of absence without pay in excess of fifteen (15) working days, the
44 amount of time an employee is on leave of absence will not count toward completion of the
45 qualifying period. The approved leave of absence exceeding fifteen (15) working days is not a
46 break in service, and the employee will not lose any accrued sick leave credits nor lose credit for

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4 time earned toward the qualifying period. An approved continuous leave of absence without pay
5 of fifteen (15) working days or less will be counted as time earned toward the ninety-(90)-day
6 qualifying period.

7
8 Calculation of Sick Leave Credits

9
10 Certified employees will earn sick leave credits at the rate stated in the current collective
11 bargaining agreement.

12
13 Full-time classified employees will earn sick leave credits at the rate of twelve (12) working days
14 for each year of service. Sick leave credits will be prorated for part-time employees who have
15 worked the qualifying period. The payroll office will refine this data by keeping records per hour
16 worked.

17
18 Lump-Sum Payment on Termination of Classified Employees

19
20 When a classified employee terminates employment with the District, the employee is entitled to
21 cash compensation for one-fourth ($\frac{1}{4}$) of the employee's accrued and unused sick leave credits,
22 provided the employee has worked the qualifying period. The value of unused sick leave is
23 computed based on the employee's salary rate at the time of termination.

24
25 Industrial Accident

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27 An employee who is injured in an industrial accident may be eligible for workers' compensation
28 benefits. Use of sick leave must be coordinated with receipt of workers' compensation benefits
29 on a case-by-case basis, by contacting the Montana Schools Group Workers' Compensation Risk
30 Retention Program (WCRRP).

31
32 Sick Leave Substituted for Annual Leave

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34 A classified employee who qualifies for use of sick leave while taking approved annual vacation
35 leave, may be allowed to substitute accrued sick leave credits for annual leave credits. Medical
36 certification of the illness or disability may be required.

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40 Procedure History:

41 Promulgated on: 2/25/08

42 Reviewed on:

43 Revised on: