

Huntington Beach Elementary Teachers Association

and

Huntington Beach City School District

2023-24 Memorandum of Understanding

APPENDIX G

ARTICLE X: LEAVES

The Huntington Beach City School District (HBCSD) and the Huntington Beach Elementary Teacher Association (HBETA) enter into this Memorandum of Understanding and agree to suspend Sections 10.3 through 10.3.5, Personal Necessity/Business Leave, of the current collective bargaining agreement. Effective July 1, 2023, the definition and use of Personal Necessity Leave (PNL) shall be as follows:

10.3 Personal Necessity Leave (PNL)

PNL means a circumstance which cannot be handled outside normal working hours and is sufficiently important to the Unit Member to absent themselves from their duties, but shall not include seeking another job, working in another job, association business, or concerted activities per section 20.1. Every Unit Member may use up to a total of seven (7) days of their accrued paid sick leave allotment to be applied to PNL. This leave shall not accrue from year to year.

1. PNL shall not be granted on Back to School Night, Open House, Parent Conference Day, or Staff Development Days except in situations which cannot be avoided and with approval of the principal or the Assistant Superintendent, of Human Resources.
2. PNL may be taken in half-day or full-day increments.



3. A Unit Member shall not be required to disclose the specific reason(s) for use of PNL days, but certifies by their request in the District-approved online substitute system that said leave was taken in compliance with this Memorandum of Understanding.
4. Unit Members must report their PNL through the District's online substitute system as soon as the need to be absent is known.
 - a. For a one (1) day PNL, the Unit Member shall report their absence through the District's online substitute system.
 - b. For two (2) or more consecutive PNL days, the Unit Member shall report their absence through the District's online substitute system. Additionally, the Unit Member shall notify their immediate supervisor on the day the leave is submitted.
5. Unit Members shall report their PNL through the District's online substitute system at least three (3) calendar days, prior to the date of the requested leave to permit the employer time to secure a substitute. The Unit Member is subject to a meeting with their Site Administrator if they fail to submit their absence through the District's online substitute system at least three (3) calendar days prior to the date of the PNL.
6. In case of an emergency, Unit Members shall not be required to give advance notice for the following uses of PNL and agree to notify the site administrator, or submit the absence through the District's online substitute system as soon as practicable:
 - (a) death or serious illness of a member of the Unit Member's immediate family, or
 - (b) accident involving person or property of the person, or property of the Unit Member's immediate family.
7. Unit Members shall make every reasonable effort to pre-arrange a substitute.

This Memorandum of Understanding shall be in effect from July 1, 2023 until June 30, 2024. The parties' intent is to incorporate this language permanently into the collective bargaining agreement and shall meet no later than April 1, 2024, to discuss the effectiveness of this pilot.

Date: 4/4/2023 Time: 10:36 AM

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Robert Miller
Assistant Superintendent, Human Resources
Huntington Beach City School District

Don Gray
Negotiations Chairperson
Huntington Beach Elementary
Teachers Association