

## ARTICLE V – LEAVES

### SECTION B - Specific Paid Leaves (cont'd)

such disapproval. The SLB Committee's determination is not subject to the grievance procedure and arbitration. The Committee, at the Association's expense, may require an independent medical examination.

- f. Abuse - Alleged abuse of the SLB shall be investigated by the SLB Committee and a finding of abuse shall be certified to the Superintendent. Upon a finding of such abuse, the employee shall be required to repay all of the sick leave credit drawn from the SLB and shall be subject to such other disciplinary action as determined by the School Board to be appropriate. Refusal on the part of the employee to repay said credits shall be grounds for termination.
- g. Discontinuance - If it should become necessary to discontinue the SLB, unused sick leave in the bank will be distributed in the following manner:  
  
The number of sick leave days in the bank divided by the number of current members in multiples of ½ days will be credited to the member's personal accumulated sick leave account. The balance of days equal to less than ½ day per member will be dispensed of by joint decision of the Board and the SLB Committee whose decision will be final and not subject to the grievance procedure and arbitration.
- h. Hold Harmless - The Association, its officers, agents, and member of the bargaining unit will hold the Board harmless for the cost and results of any action which may be brought by any of its members, group or groups of members, members of the bargaining unit, or agencies of law, with respect to the establishment, administration, or expenditure of the assets of the SLB.
- i. Employees choosing not to participate in the Sick Leave Bank shall be eligible for Catastrophic Illness or Injury Leave, as defined in Section 12 below.
- j. Voluntary contributions - Employees choosing not to participate in the Sick Leave Bank may choose to make a voluntary contribution of one (1) or more of their accumulated days to the bank any time during the year.

#### 12. Catastrophic Illness or Injury

- a. A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.
- b. Any employee who sustains a catastrophic illness or injury may apply for and receive, for use on a matching basis, supplementary catastrophic illness or injury leave not to exceed the number of regular, unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.
- c. Two (2) medical verifications of such catastrophic illness or injury shall be required.

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The employee shall fully cooperate with the Board and shall authorize the verification of the illness or injury by his/her physician. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board, at its expense, may require an independent medical examination.

- d. Catastrophic illness or injury leave shall begin the fifty-first (51st) day of consecutive absence and will not be awarded retroactively.

### SECTION C - Unpaid Leaves: General Provisions

1. All absences of employees from duty shall be covered by leave applications which are duly authorized, a copy of which shall be provided employees upon request. Except for short-term leaves of absence, and intermittent political leave, unpaid leaves shall be timed such that the employee returns at the beginning of a new grading period. In addition, without the approval of the District, a Charter School Leave shall be timed such that the employee returns at the beginning of a regular school year. Except for extenuating circumstances, Sick Leave without Pay for Personal Illness or Illness/death of a Family Member, for more than ten (10) days, also shall be timed so that the employee returns at the beginning of a grading period.
2. Except as provided otherwise herein, an employee taking an approved unpaid leave or a leave consisting of both an unpaid portion and a paid portion, shall retain the same contractual and salary credit status as he/she had upon taking such leave and shall be returned to the same school, and within certification, to the same assignment he/she held prior to taking the leave, if said leave is for a duration of twelve (12) months or less. However, an employee while on a leave shall be subject to the Unit Adjustment Transfer Procedure and the Lay-Off/Call-Back Procedure of this Agreement the same as if they were not on leave. If these procedures become operative and affect the employee on leave, he/she may not be returned to the same position he/she held prior to taking leave. Likewise, employees while on a leave maintain their rights to apply for transfers and/or reassignments as provided by this Agreement.
3. When an employee is on short-term leave for ten (10) days or less, or intermittent political leave, the District shall continue the employee's group health insurance in full effect as when the employee was not on leave. When an employee is on Family Medical Leave (FML), the District shall continue the employee's group health and dental insurance in full effect as when the employee was not on leave. While on such listed leaves, the employee shall be responsible for his/her share of insurance cost, where applicable. An employee on any other such unpaid leave, including short-term leave in excess of ten (10) days, who wishes to remain a member of all or any group insurance plans, may do so by paying the premium for such insurance to cover the duration of the leave.

### SECTION D - Unpaid Leaves: Specific Provisions

1. Short Term Leave of Absence - Any employee desiring a short term leave of absence shall make written application for such leave to the Principal or immediate supervisor. Except in emergency situations, such applications shall be approved in advance. Leave for emergencies may be deemed to be granted in advance, if prompt report is made to the proper authority. The first