

ARTICLE V – LEAVES

SECTION B - Specific Paid Leaves (cont'd)

- c. Upon employment termination, the employee shall be paid for all unused vacation leave at his/her daily rate of pay for each unused vacation day accumulated.

10. Temporary Duty Elsewhere (TDE)

- a. Temporary duty elsewhere leave (TDE) may be granted for professional reasons such as attendance at conferences.
- b. All requests for assignment to temporary duty, except as provided below, shall be submitted to the Superintendent at least ten (10) days in advance. The Superintendent may waive the requirement of ten (10) days advance notice. Temporary duty shall not be used for the purpose of earning college credits, improving and/or renewing certificates, except when participating in a staff development program approved by the Board.
- c. Temporary duty elsewhere within the District may be approved by the Principal when no substitute service or other additional cost to the Board is involved or when provided for in the school's staff development plan. The Principal authorizing such temporary duty shall be responsible to ascertain that the temporary duty has been performed. No temporary duty forms need be submitted to the Superintendent for this type of assignment.
- d. When a TDE is approved by the Principal and/or the Superintendent, the employee shall be compensated at his/her regular rate and shall have no deduction from any leave balance.

11. Sick Leave Bank

The purpose of Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days for serious, disabling and long-term illness from which contributors may draw after their own accumulated sick leave has been exhausted. Nothing in this Section shall be interpreted to change any of the provisions in other Sections of this Article except as it provides for additional days of sick leave with pay for members of the SLB.

- a. Membership - A full-time employee, having been employed by the Board for a minimum of one (1) full year (10 months) and having at least ten (10) days of accrued sick leave as of date of application for membership, may enroll in the SLB by voluntarily contributing a newly earned eleventh sick leave day to the SLB between August 15 and September 15 of any year in which the bank is to operate. Application forms for membership shall be provided to eligible employees at their school centers during pre-school planning, if possible. An employee shall voluntarily contribute one (1) sick leave day during the enrollment period. Sick leave donated to the bank will not be returned except as provided hereinafter. Written notification shall be provided to all employee applicants to the SLB

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informing them of acceptance or rejection to membership.

- b. Contributions - In the event the number of days in the SLB bank falls below twenty (20) percent of the number of SLB members, each member of the SLB shall be required to contribute one (1) day from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and is not currently drawing from the SLB, the additional day shall be the next earned sick leave day.
- c. Duration - If the membership in the bank should fall below one thousand (1,000) the bank shall be discontinued and the days remaining in the bank shall be distributed as provided elsewhere in this Section.
- d. Administration - The SLB will be administered by a Sick Leave Bank Committee consisting of five (5) representatives appointed by the Association. Forms may be obtained by participating employees from the school center, Department of Employee Benefits and Risk Management, or the Association. It will be the function of the Committee to review the administration of the bank, investigate alleged abuses, and determine eligibility as may be established by the Committee. Committee members shall be provided a quarterly report showing the number of SLB members, balance of days, and number of applications for withdrawals.
- e. Benefits – The SLB shall be used only for the personal illness or disability of the SLB member and shall not be used because of illness, injury, disability or death of any other person.
 - (1) In the event of a serious illness or injury of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:
 - (a) All accumulated sick leave and all other forms of paid leave available to the employee must first be exhausted.
 - (b) Application must be made to the SLB Committee, submitting separate medical certifications from two (2) physicians justifying the leave. These physicians must certify that the conditions meet the level of a long term illness or injury such as a debilitating cancer, TB, stroke, heart disease, a major operation with a long recovery period and serious accidents that will also require a long recovery period. All such illnesses and/or accidents must be certified as being debilitating for a long period of time.
 - (2) Questions raised concerning the eligibility of an employee to receive benefits will be reviewed by the SLB Committee which will make the final determination. In those cases that are denied, the SLB Committee shall provide, in writing, reasons for

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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.