

ARTICLE 11

SICK LEAVE, DAILY ABSENCES AND CATASTROPHIC SICK/INJURY LEAVE BANK

- A. Permanent full year employees shall accrue sick leave at the rate of twelve days per year, as follows:
 - 1. For employees new to the District, one day of sick leave is credited for each month of employment during the first six months. Beginning the seventh month of service, one day is accrued for each month of service for the remainder of the fiscal year.
 - 2. For all other employees, twelve days at the beginning of each fiscal year.
- B. Employees who are paid on a nine, ten or eleven month basis shall accrue nine, ten or eleven days sick leave per year respectively. On completion of the probationary period, the full number of days to which they are entitled for one year's employment will be credited to their account. In succeeding years, they will be eligible for their full number of days sick leave beginning the normal first day of reporting to work. These employees will receive sick leave benefits for the number of days per year for which they are eligible at the average daily hours worked for the twenty work days prior to illness. Employees (including ten month per year employees) who are actively employed by the District and who work as a regular employee fifteen (15) days of any month, shall receive credit for that month for sick leave purposes.
- C. Notwithstanding A. and B. above, the District may accrue and keep sick leave records in an "hours for hours worked" method.
- D. Unlimited accrual shall be allowed in all sick leave benefits.
- E. Sick leave may be granted in advance within the limits established above but must be subsequently earned upon return to the job. Should the employment of the person granted advance sick leave be terminated before the leave has been earned, sick leave will be prorated on the basis stated in Paragraph B. Excess payments will be withhold from the employee's final check at the salary rate existing when illness occurred. Probationary employees shall not be allowed to take more sick leave than they have accrued according to the above formulae.
- F. Sick leave privilege is available only upon genuine illness of an employee or for other specified purposes and there shall be no payment of unused sick leave upon termination. Sick leave may be drawn upon for medical, dental, or vision appointments which cannot be scheduled on off-duty hours.
- G. Any employee absent from duty for more than five (5) days shall submit from his physician or recognized practitioner a statement descriptive of the nature of the illness or injury. The statement

shall contain recommendations concerning the employee's return to work and shall be submitted to the District Office. The employee shall be responsible for obtaining this statement at no cost to the District. Employees absent due to extended continuous illness beyond thirty (30) calendar days must submit to the District Office a doctor's statement at the end of that period as to their condition. At the end of each succeeding thirty (30) calendar days, a similar doctor's statement must be submitted to the District Office. This statement as to the fact that the employee was unable to work due to illness must be submitted to the District Office, before the employee is credited with pay for the absence due to illness.

- H. Nothing in this article shall preclude the District from being able to require satisfactory proof of illness for any use of sick leave.
- I. In order to qualify for use of sick leave, employees must notify their principal, supervisor, or department head of any absence in advance. In rare instances where advance notification is not possible, it is incumbent upon the employee to notify his supervisor as soon as possible, and in no event later than the beginning of his assigned work shift, to enable the latter to rearrange the work load.
- J. Employees who wish to be absent for personal reasons other than illness must secure permission for such absence in advance. Permission obtained from principal, supervisor, or department head does not preclude pay deductions, which are made for all absences not covered by the terms of this contract.
- K. Any member of the classified service who works not less than seventy-five percent (195 days) of the year, irrespective of the number of hours worked per day, shall be entitled to the benefits received by regular employees. However, the benefits shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of the part-time employee bear to eight hours per day, forty hours per week, calendar weeks per month, or twelve calendar months per school year.

"Seventy-five percent (75%) of the year" means 195 working days, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the numbers of hours worked per day.
- L. Immediately upon return to active service, the employee shall complete the District Absence form and submit it to the immediate supervisor.

A. The School District shall establish a Catastrophic Sick Leave Bank (CSLB). All unit members may then donate earned and unused sick leave hours. This donation shall be irrevocable, and shall be accomplished by the employee filing a "Sick Leave Bank Irrevocable Deposit Form". The form shall clearly state that the sick leave hours being donated are irrevocably given to the CSLB and cannot be rescinded for any reason whatsoever. A donation to the CSLB shall be a general donation, and shall not be donated to a specific employee for his/her exclusive use.

B. Eligibility

1. Eligibility is limited to those who have donated to the CSLB.
2. Newly hired employees are eligible to participate in the CSLB by completing the appropriate election form within sixty (60) days of their hire date.
3. Unit members who elect not to join the CSLB upon first becoming eligible have a waiting period of one (1) year after joining the bank before becoming eligible to withdraw from the bank.
4. Unit members who elect to cancel participation in CSLB (as provided below) shall not be eligible to withdraw from the CSLB if the need arises, providing they have contributed to the CSLB. Leave previously donated to the CSLB shall not be returned to any unit member as a result of the cancellation.

C. Donations to CSLB -

1. Donations to CSLB shall be authorized by the unit member and submitted on the appropriate election form. The election will be on a year to year basis, during the annual solicitation period identified in the following sub-section.
2. The solicitation of sick leave bank donations shall be submitted to the District annually only during the period of September 1 through September 30, unless the Sick Leave Bank decreases to 500 hours, in which case the parties may mutually agree to another donation period. If the number of days in the Bank at the beginning of a school year exceeds 500 hours, no contribution shall be required by returning catastrophic bank participants.
3. An employee may not donate more than ten (10) days of earned sick leave.

D. Bank Withdrawals-

1. Employees who suffer a catastrophic illness/injury as certified by an attending physician which results in the employee using all available paid leaves, including regular sick leave, vacation, compensatory time off, and available industrial accident and illness leave, shall become eligible to use this catastrophic leave bank, subject to the restrictions and conditions outlined in this section.

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2. Severe Incapacitating Illness - The participant or his/her immediate family shall have suffered severe incapacitating illness or injury which is expected to continue for an extended period of time, as certified by the attending physician, and which prevents the participant from properly performing his/her district duties.

3. One Used Day Equal to the Employee's Regular Pay - When a participant uses a day from the CSLB, pay for that day shall be the same amount paid the participant, had the participant worked that day.

4. Considered in Paid Status - Participants who are granted a withdrawal from the CSLB are considered to be in paid status.

5. CSLB Approval Committee - The CSLB Approval Committee shall consist of the President of CSEA Chapter #658, and two members from the classified bargaining unit. The Committee shall consider the request of the employee. Approval of any request shall require a majority vote of the Committee members.

Any participant seeking a withdrawal from CSLB shall submit a "Voluntary Catastrophic Sick/Injury Leave Bank Form". This form shall be submitted to the Payroll Office, who will forward the completed form to the Chapter President for consideration by the CSLB Approval Committee. The request shall state the maximum number of days being requested by the employee.

6. Maximum Withdrawal Per Request - The maximum number of hours that may be withdrawn per request shall not exceed the participants current work hours in a six (6) month work calendar. If more hours are needed, the participant must apply for another withdrawal by completing the appropriate form.

7. In October of each school year, the District shall notify the Committee of the following:

- The total number of accumulated days in the Bank on June 30th of the previous school year.
- The number of days contributed by unit members for the current year.
- The names of participating unit members.
- The total number of days available in the Bank.