

Sick Leave Bank

1. A Sick Leave Bank, for the purpose of providing additional coverage and financial assistance after the exhaustion of individual annual and/or accumulated sick leave only in the event of debilitating and catastrophic illness or disease as evidenced by medical certification or quarantine by order of the Health Department or serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, is hereby established as of September 1, 2013 exclusively for the use of the members of this bargaining unit. The Sick Bank will not provide financial assistance for voluntary medical conditions or procedures.
2. Participation by members of the Unit shall be mandatory. New members of the bargaining unit shall be assessed two days on the date they enter the Unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of three hundred (300) days or less, each employee in the bargaining unit shall be assessed one day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event the employee has no accumulated and/or annual sick leave at the time of said assessment that employee shall be assessed the amount of days owing to the Bank the following September 1st. All days donated to or assessed by the Bank and contributed by the membership are the exclusive property of the Sick Leave Bank.
3. Assets of the Bank will accumulate. The following year's bank will consist of the days carried over from the previous year. The Board will provide the Association with verification of the Bank's total number of days for the current year and of the previous year's usage of days by no later than November 1st of each year.
4. The Sick Leave Bank shall be administered by the Bank Committee made up of three (3) appointees of the Association and one (1) appointee of the Superintendent. The Association and the Superintendent shall also each appoint one alternate member to the Bank Committee. Said alternates may attend all meetings of the Bank Committee, but shall vote only in the absence of his/her respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Bank consistent with the Article. All decisions by the Bank Committee shall be by three (3) affirmative votes and all decisions by the Bank Committee shall be final and binding and not subject to grievance and/or arbitration.
5. The Chair of the Bank Committee shall, on an annual basis, alternate between the Association and the Superintendent's appointees. During the year commencing July 1, 2013 the Association shall appoint the Chair; commencing July 1, 2014 the Superintendent shall appoint the Chair, and so on.
6. Subject to the provisions of this Article each teacher may be granted by the Bank Committee a maximum of thirty (30) school days per school year from the Bank. Any employee requesting days from the Sick Bank will submit a letter of request to the Human Resource Office who will notify the Committee of such request and schedule a meeting.

7. Any member suffering a life threatening illness who has exhausted Sick Bank benefits shall be eligible for Sick Bank benefits for a second time in the same school year.
8. Any member using more than 30 days will make every effort to pay back the days beyond the first 30, under a payment plan that will be determined by the Committee.
9. The Committee, upon a showing of need by the applicant, may mutually agree to allow additional benefits for a member of the sick leave bank without establishing any precedent.
10. Upon the retirement or death of an employee, half of the employees' sick leave remaining after severance payout (up to a maximum of 35 days) may be contributed to the sick leave bank, provided the employee or the employee's personal representative elects to do so in writing submitted to both the Committee and the School Department H.R. Director one (1) month prior to date of retirement. The Bank will have a cap of 2000 days.
11. Should an assessment occur during the school year in which an employee has given notification of date of retirement, the employee shall not be assessed any days.
12. Any member who is within five (5) days of the 180 days required for severance buy back may request in writing why they should have assessed days returned. Upon unanimous (4-0) approval of the Committee and with good reason, the days may be returned but in no event shall the number of days returned exceed the number of days assessed. If the employee accessed the sick bank at any time, they are not eligible for this request.