

ARTICLE XIII - LEAVES OF ABSENCE

- K. Up to two (2) business leave days may be used by each contracted ~~teacher~~ member to attend to matters which cannot be taken care of at other times. Reasons for using business leave days will be given in writing to the principal by indicating one of the following categories: religious, medical, legal, family or personal. A ~~teacher~~ member planning to use a business leave day shall notify the principal at least forty-eight (48) hours in advance, except in cases of emergency. Business leave days shall not be granted contiguous to a holiday or school recess unless the Superintendent or designee feels that the circumstances of the request warrant the use of such days. Business leave days cannot be used for vacations or association business.

Through an application request, a member can receive up to three (3) days of paid leave time from the Central Sick Leave Bank for the purpose of recognized religious observances during the school year. Said paid leave days shall be deducted from the Central Sick Leave Bank. Applicants must inform building administration and Human Resources of the request no later than 10 calendar days prior to the day being requested. Applications must be completed and delivered to the Central Sick Bank Committee at the same time the member notifies the building administrator and Human Resources of the request.

In the event business leave days are not used during a year, these days may be accumulated in the ~~teacher's~~ member's sick leave bank. These days shall be granted if the provisions set forth above are followed. However, reasonable restrictions on the number of ~~teachers~~ members taking such business leave on a given day may be implemented depending on the number of substitutes.

The Superintendent or designee may, at his/her discretion, grant an additional business leave day upon written request outlining the reasons therefore from the individual member ~~teacher~~. In no case will such additional business leave day be considered to accumulate. The decision of the Superintendent or designee shall be final and not subject to the grievance procedure.

- L. At the beginning of each school year, each ~~teacher~~ member shall be credited with ten (10) days to be used for absences of the ~~teacher~~ member for reasons outlined below. The unused portion of such allowance shall be accumulated to 180 days. These leave days may be used for the following:
1. Personal Illness or Disability. The ~~teacher~~ member may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy. ~~Teachers~~ Members will be required to indicate reasons for absences under the illness or disability leave time provisions of this Agreement on forms furnished by the Board. A completed copy used for personnel records will be returned to the ~~teacher~~ member within two days.
 2. Illness of an Immediate Family Member. Up to five (5) days per incident for serious illness or medical care of the spouse, son or daughter, or other dependent which requires the presence of the ~~teacher~~ member in order to provide the necessary care, or critical illness of the immediate family as defined in Section E. of this Article.

Additional days may be granted by the Superintendent or designee pursuant to Section E. of this Article.

3. Bargaining unit members employed prior to July 1, 1989, who have individual Sick Leave Banks accumulated from such prior employment shall retain those individual banks as part of their individual accumulated sick leave. Effective with the 1989-90 school year, a bargaining unit member may accumulate up to an additional twelve (12) days of sick leave time in a given school year.

M. Central Sick Leave Bank.

1. The association will operate a Central Sick Leave Bank on a mandatory basis. The association will establish a committee to administer the Central Sick Leave Bank and to provide the information whereby the Business Office will keep the records. The Executive Director of Human Resources will serve in the capacity of an adviser to the committee. The initial guidelines for the operation of the Central Sick Leave Bank have been developed jointly by the parties through collective bargaining. The association shall make the Sick Bank guidelines available to each teacher member within ten (10) days after completion of the guidelines. The association will appraise teachers members in a timely fashion of guideline changes thereafter.
2. The Central Sick Leave Bank ~~was~~ will be established on July 1, 1989. It ~~was shall be~~ initially funded on that date by a mandatory donation of two (2) days sick leave from the 1989-90 allocation of sick days to each member of the bargaining unit. ~~If the number of days in the Central Sick Leave Bank falls to one hundred (100) days at any time up to and including August 20, 1991, the Board of Education shall make a contribution of one (1) day per member of the bargaining unit to the Central Sick Leave Bank to replenish it.~~ A collaborative analysis of Central Sick Bank balance reporting will occur in August/September at the start of each school year between the Central Sick Bank Committee and Administration. This analysis shall be inclusive of numbers 3 and 4 below. Thereafter, ~~if~~ the number of days in the Central Sick Leave Bank falls to one hundred (100) days, each member of the bargaining unit shall make a mandatory contribution of one (1) of his/her sick leave days to the Central Sick Leave Bank to replenish it.
3. In addition to the above, every teacher member new to the district will donate two (2) days of his/her individual leave upon commencement of his/her employment.
4. Any bargaining unit member who leaves the employ of the Huron Valley School District effective on or after June 9, 1989, shall donate one-half of his/her unused sick leave to the Central Sick Leave Bank.
5. A bargaining unit member will not be able to withdraw the individually contributed days.
6. a. A person credited with less than fifty (50) leave days at the beginning of the school year will not be able to use days from the Central Sick Leave Bank until his/her leave days are depleted.
b. The first fourteen (14) consecutive workdays of illness or disability will not be covered by the Central Sick Leave Bank but must be covered by the person's own accumulated leave or as absence without pay.

7. ~~b.~~ A person credited with fifty (50) or more leave days at the beginning of the school year will not be able to withdraw days from the Central Sick Leave Bank until his/her leave days are depleted to fourteen (14) days.
8. ~~b.~~ An employee with a disability is required to seek disability coverage. Eligibility for long term disability occurs following 180 calendar days of disability. Employees are encouraged to submit their application to the disability company in a timely manner following Central Sick Bank Guidelines to allow sufficient time for the approval process. In the event that approval is delayed while the disability company reviews an employee's submitted application, the employee remains on full pay through Central Sick Bank. However, to address long term disability applicants that are denied long term disability by the carrier, the parties agree that in such instances, the ~~teacher~~ member shall appeal the denial through the process provided by the LTD carrier and that the ~~teacher~~ member shall draw days from the Central Sick Bank at a rate equal to that of the LTD salary percentage (currently 66 2/3% of salary) for the number of days necessary to reach the allowable 365 calendar days as specified in the collective bargaining agreement. (~~Grandfather current employees in the LTD appeal process~~).
9. ~~8.~~ a. An individual may withdraw the number of days from the Bank necessary to result in no loss of wages for one year, subject to numbers 6, 7, and 8 above.
10. ~~9.~~ Persons withdrawing leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.
11. ~~10.~~ Should the association require an employee to be evaluated by a physician of the association's choice prior to determining his/her eligibility or continuing eligibility, the results of such an evaluation will be shared with the Administration and will become part of the employee's personnel file.
12. ~~11.~~ It is expressly understood that Central Sick Leave Bank days are granted to ensure pay for days on which the individual member is ill or disabled, and such days are not available for illness or disability of family members.
13. ~~12.~~ It is expressly understood that employees who are granted days from the Central Sick Leave Bank shall be deemed employees on leave of absence with pay, and shall receive full pay and benefits for all such days.
14. ~~13.~~ A recurrence of the same illness or disability shall be treated in the same manner as a recurrence of the same illness or disability is treated in the Long-Term Disability insurance called for in Article XIV of this Agreement. Specifically, if the rules and regulations of the Long-Term Disability insurance policy do not require an additional waiting period to qualify for Long-Term Disability insurance, no new waiting period will be required for access to the Central Sick Leave Bank. In this event, the eligibility for days from the Sick Bank will cease when the waiting period for LTD insurance benefits has been met and those benefits commence. If the LTD carrier does not deem the new illness to be a recurrence of the same disability and requires a new waiting period for eligibility for LTD benefits, the employee shall be required to fulfill a waiting period for Central Sick Leave Bank days as set forth in paragraphs 6 & 7 above. In this circumstance, the employee shall be eligible for days from the Central Sick Leave

Bank for the entire duration of the new LTD waiting period, until eligibility for LTD benefits is established/re-established subject to paragraphs 6 & 7 above.

- N. The Board agrees to grant an unpaid leave of absence for up to one year to those persons disabled due to mental or nervous conditions in the event the LTD insurance for these disorders does not provide continuous coverage. This leave may be extended at the Board's discretion. The initial leave of up to one year may be initiated by the request of the teacher member or by the Board consistent with procedures set forth in the Tenure Act.

ARTICLE XIV - INSURANCE PROGRAM

- C. The Board shall provide long-term disability (LTD) insurance to each employee covered by this Agreement. Plan of Benefits:
1. If the insured person is disabled beyond the one hundred eighty (180) calendar day eligibility period, benefits shall then be payable at the rate of up to 66 2/3% of monthly salary, not to extend beyond age 65. The long-term disability plan will include nervous and mental conditions on the following basis: In-patient, duration of illness; out-patient for up to two (2) years.
 2. Benefits shall commence after one hundred eighty (180) calendar days of illness or disability.
 3. The LTD insurance shall provide for a social security freeze provision and primary only social security as an offset, and other offsets as established in the carrier's policy.
 4. ~~Teachers~~ **Members** who (a) are on an extended sick leave which began before the end of the 2007-08 school year and continued into the 2008-09 school year and (b) have exhausted their sick leave days shall be entitled to the LTD insurance provisions contained in the 2003-2008 Collective Bargaining Agreement.
 5. An employee with a disability is required to seek disability coverage. **Eligibility for long term disability occurs following 180 calendar days of disability. Employees are encouraged to submit their application to the disability company in a timely manner following Central Sick Bank Guidelines to allow sufficient time for the approval process. In the event that approval is delayed while the disability company reviews an employee's application, the employee remains on full pay through Central Sick Bank. However,** to address long term disability applicants that are denied long term disability by the carrier, the parties agree that in such instances, the ~~teacher~~ **member** shall appeal the denial through the process provided by the LTD carrier and that the ~~teacher~~ **member** shall draw days from the Central Sick Bank at a rate equal to that of the LTD salary percentage (currently 66 2/3% of salary) for the number of days necessary to reach the allowable 365 calendar days, extended in equal proportion to receive the maximum 180 paid days, as specified in the collective bargaining agreement. (Grandfather current employees in the LTD appeal process).

~~Example: an employee uses 120 paid leave days (CSB and personal bank) to fulfill the 180 calendar day elimination period; however, the employee is denied LTD coverage by the carrier. The employee appeals the denial and shall then draw leave days from personal bank and/or CSB at 66 2/3% of a day and the number of days the employee may receive the reduced rate are extended for an equal proportion of time.~~

~~120 days at full pay to reach LTD~~

~~Assumption: Employee has 47 days in personal sick bank~~

~~LTD claim is denied~~

~~Employee is paid 63 days (47 days x 1.35 — days prorated to 65%)~~

~~Employee is paid for no more than one year from the commencement of the leave~~