

## EMERGENCY SICK LEAVE BANK

### BY-LAWS

#### REGISTRATION

1. All regularly appointed teachers, who are members in good standing with the Providence Teachers Union, Local 958 who wish to enroll shall be required to submit the authorization form during the Open Enrollment period between October 1 and October 31 in each school year. Eligible teachers who had previously declined to register will be permitted to enroll during this time period. Enrollment will be effective November 1.
2. Effective September 1, 2018, all newly appointed probationary teachers shall have five (5) full pay sick days automatically deducted from his/her seven (7) sick leave days that are held in reserve until the teacher's fourth year of service for the purpose of Emergency Sick Leave Bank membership.

#### ADMINISTRATION

1. The members of the Emergency Sick Leave Bank Committee affirm that pursuant to the provisions of Article 4-9 of the current Collective Bargaining Agreement, sick leave drawn from the Emergency Sick Leave Bank may only be utilized for a teacher suffering from a catastrophic and/or long term serious illness. Serious illness is defined to mean a disabling physical or mental illness, injury, impairment or condition that prevents the teacher from being able to perform their work related duties and involves in-patient care in a hospital, nursing home, or hospice, or out-patient care requiring continuous treatment by the teacher's primary care physician or a licensed medical specialist specific to that illness or injury.
2. Work related injuries must be filed with the Office of Human Resources and do not qualify for Emergency Sick Leave Bank.
3. The members of the Emergency Sick Leave Bank Committee affirm that pursuant to the provisions of Article 4-9 of the current Collective Bargaining Agreement, days contributed to the Emergency Sick Leave Bank shall be considered cumulative and non-refundable, and shall remain in the Emergency Sick Leave Bank throughout its existence.

4. The members of the Emergency Sick Leave Bank Committee affirm that pursuant to the provisions of Article 4-9 of the current Collective Bargaining Agreement, a minimum level of accumulated days must be available in the Emergency Sick Leave Bank. If the accumulation of days falls below a reasonable minimum level, the Emergency Sick Leave Bank Committee is authorized to request additional contributions from the membership.
5. The members of the Emergency Sick Leave Bank Committee affirm that pursuant to the provisions of Article 4-9 of the current Collective Bargaining Agreement, any teacher who resigns or retires from the district may donate any and all sick leave days in his/her accumulated sick leave bank reserve to the Emergency Sick Leave Bank. Written notification must be provided to the Emergency Sick Leave Bank Committee prior to the teacher's effective date of resignation or retirement.
6. The members of the Emergency Sick Leave Bank Committee affirm that they have the sole responsibility for the management of the Emergency Sick Leave Bank in accordance with the provisions of Article 4-9 of the current Collective Bargaining Agreement and by these By-Laws duly adopted.
7. The members of the Emergency Sick Leave Bank Committee shall elect one of their own members to serve as chairperson for a period of one year.
8. Upon receipt of each written request, the chairperson shall convene a meeting of the Emergency Sick Leave Bank Committee to consider the request for additional sick leave days.
9. Requests for days from the Emergency Sick Leave Bank must be done in writing by submitting a completed Emergency Sick Leave Bank application. This application includes the "Request for Emergency Sick Leave Days" form to be completed by the applicant as well as the "Medical Certification" form to be completed by the attending physician. Incomplete applications will be denied.  
Emergency Sick Leave Bank days will not be approved retro-actively. Approved days will be granted from the date of completed application OR when the applicant has exhausted his/her own sick leave balance.  
**Please note:** It is the applicant's responsibility to provide the Office of Human Resources with a medical note regarding expected dates of absences. Approved days cannot be utilized until the Office of Human Resources has received the appropriate medical documentation from the applicant.
10. Pursuant to the provisions of Article 4-9 of the Collective Bargaining Agreement, eligible teachers requesting to use time from the Emergency Sick Leave Bank may make an initial request of no more than sixty (60) days. Extension requests may be requested with proper documentation. In no event shall a teacher be granted more than two hundred and fifty (250) school days from the Emergency Sick Leave Bank. Any teacher granted two hundred and fifty (250) school days may be eligible for additional days from the

Emergency Sick Leave Bank after three (3) years (543 school days) from issuance of the 250<sup>th</sup> day from the Emergency Sick Leave Bank.

11. The duly elected chairperson shall be authorized to notify applicants in writing of all decisions made by the Emergency Sick Leave Bank Committee.

**TERMINATION**

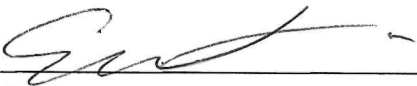

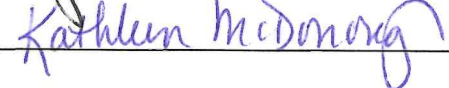
1. If the Providence Teachers Union and the Providence School Board in the future wish to terminate the existence of the Emergency Sick Leave Bank, all unused days shall be returned to the members in a manner determined by the Emergency Sick Leave Bank Committee.

**VERIFICATION**

1. If any provision of these By-Laws is or shall at any time be contrary to law or the language of Article 4-9, or any other provision of the current Collective Bargaining Agreement between the Providence Teachers Union and the Providence School Board, then such provision shall not be applicable or performed or enforceable.
2. The undersigned members of the Emergency Sick Leave Bank Committee do hereby affirm that these By-Laws were duly adopted by the representative of the Parties on this date.

FOR THE PROVIDENCE TEACHERS UNION  
DISTRICT

FOR THE PROVIDENCE SCHOOL

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2.  \_\_\_\_\_
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