

## SECTION III: PERSONNEL

### A. ABSENCES

It is the responsibility of every school bus driver and bus attendant to make arrangements to have his/her routes covered in the event of their personal absence from work. Both drivers and attendants must use an approved substitute from the "Approved Substitute List". In emergency situations, the Transportation Department and/or the school staff will assist the employee in obtaining an approved substitute or in making necessary arrangements to the extent possible while following the steps listed under Section IV-G titled "Emergency Procedures".

All substitute drivers and attendants must be qualified and/or approved by the Transportation Department. Payment of substitute drivers and substitute attendants will be processed through the TPSS's Payroll Department. No substitute employee, driver nor attendant, is authorized to accept payment directly from the regular full-time employee. Substitute employees who violate this policy are subject to having their names removed from the Approved Substitute List.

#### 1. Sick Leave

The Tangipahoa Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay. Such leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a driver or attendant employed by the Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum ten days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, ten days sick leave shall be allowed. If an employee begins work in the second month of the school year, nine days of sick leave shall be allowed. If an employee begins work in the third month of the school year, eight days of sick leave shall be allowed; if an employee begins work in the fourth month of the school year, seven days of sick leave shall be allowed; and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only three days of sick leave shall be allowed. The Superintendent shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying the employee's sickness causing such absence upon their return to work. In the case of repeated absences of less than six (6) days because of illness, the Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, the Superintendent or his/her designee may request the employee to provide a certificate from a physician specified by and at the expense of the school system.

Upon the retirement of any employee, or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her estate (heirs or assigns), for any accrued unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performed duties.

Bus drivers and attendants must report to the Transportation Department whenever they will be away from their bus for any period of time including half day absences. Notification must be made to the Transportation Department using the Attendance Reporting System prior to the absence regardless of reason. When reporting their absence, the bus driver or attendant shall indicate who their substitute is and when they anticipate returning to work.

Drivers and attendants can not use sick leave or personal days for the purpose of driving or working extracurricular bus trips. If prior approval has been given by the Transportation Department for such extracurricular trips, a driver or attendant can not be paid for both the extracurricular trip and their regular route when the two coincide or overlap, unless the approval recognizes the unusual circumstance for making the extracurricular trip.

The bus driver or attendant who is absent is responsible for obtaining an approved substitute and for ensuring that the absence is reported using the Substitute Claim Form obtained from the regular employee's assigned school.

## **2. Sick Leave for Emergencies**

"Emergencies" for sick leave purposes shall be defined by the Board as:

- a. Illness or death within the immediate family - husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, brothers and sisters and their spouses; grandparents and grandchildren (including step-relations); or,
- b. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee; or,
- c. Court summons, (jury duty, witness appearance, etc.); or
- d. Other unusual circumstances as approved by the Superintendent or designee.

### **3. Personal Leave**

Bus drivers and attendants shall receive two (2) days absence during each school year to be used for any purpose as may be determined by the individual. These two days shall be used at the employee's discretion, upon submitting proper notice for such leave at least twenty-four (24) hours prior to taking said leave. The two (2) days personal leave shall not be cumulative nor payable upon death or retirement. Personal leave shall be charged to and deducted from current and/or accumulated sick leave as of the date personal leave is taken. For every day an employee is absent from work over the allowed two days, the employee shall be considered on leave without pay and a full day's pay shall be deducted from their regular salary for each day absent.

### **4. Extended Leave**

The Board shall permit each bus driver to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for personal illness or illness of an immediate family member at any time the bus driver has no remaining regular sick leave balance at the time the extended sick leave is set to begin.

Unused days during any six-year period of employment shall not accumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the bus driver from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period. Any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the bus driver.

Any bus driver on extended sick leave shall be paid sixty-five percent (65%) of the salary paid the bus driver at the time the extended sick leave begins. In the event a one-time salary supplement is granted after the extended sick leave has commenced, compensation will be paid at fifty percent (50%) of the person's one-time salary supplement. Except for extenuating circumstances, a doctor's certificate shall be presented upon return to work.

#### **a. Gainful Employment Permitted**

A bus driver may undertake additional gainful employment while on extended sick leave, provided all of the following conditions are met:

- 1) The bus driver can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the bus driver has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.

- 2) The physician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the bus driver to return to the Board all compensation paid during any week of extended sick leave in which the bus driver worked more than twenty (20) hours and to reimburse the Board all related employment costs attributable to such period as calculated by the Board, without any restoration of leave days.

b. Application Process

On every occasion when a bus driver uses extended sick leave, a statement from a licensed physician certifying that the leave is medically necessary for the bus driver or that the immediate family member's illness is serious and requires the presence of the bus driver shall be presented prior to the extended sick leave being taken, whenever possible.

- 1) Applications for extended sick leave must be accompanied by a medical statement by the attending physician of the applicant. Medical statements accompanying requests for leaves for medical purposes may be referred to the School Board physician to determine if leave is warranted. A favorable report by the School Board physician must be obtained prior to any action by the School Board to approve a leave for medical purposes.
- 2) Should the School Board physician return an opinion which disagrees with the applicant's attending physician, the matter will be referred to a third physician who will be selected from a rotating list of physicians provided by the local medical society. The opinion of the third physician will prevail.
- 3) The opinion of all physicians consulted in determining medical necessity of the extended sick leave shall be submitted to the Board in the form of a sworn statement. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

The required physician's statement may be presented along with the request for extended sick leave after the bus drivers' return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation is presented within three (3) days after the bus driver returns to service. The School Board, however, reserves the right to question the validity of the medical certification after the three-day period.

**5. Leave Without Pay**

The Board may grant leave of absence, without pay, to any regularly employed employee for periods of time not to exceed one year. Such leave shall be granted by the Board, upon proper request in writing by the employee, whenever in the discretion of the Board such leave is in the best interest of the school district.

6.

### **School and Daycare Conference and Activity Leave**

An employer may grant any employee of the school system leave from work of up to a total of sixteen (16) hours during any twelve (12) month period to attend, observe, or participate in conferences or classroom activities related to the employee's dependent children for whom he/she is the legal guardian that are conducted at the child's school or day care center, if the conferences or classroom activities cannot reasonably be scheduled during the non-work hours of the employee. An employee who wishes to request such leave shall provide a reasonable notice to the employer prior to the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer.

An employer is not required to pay an employee for any time taken as leave for conferences and school activities. However, an employee shall be permitted to substitute any accrued vacation time or other appropriate paid leave for any leave taken as provided here.

### **7. Jury Duty**

The Board shall grant a leave of absence to any regularly employed school bus driver of the school system who has been called or subpoenaed to serve jury duty. Such leave shall be granted for the period of time required to serve such jury duty without loss of sick, emergency, or personal leave or any other benefit.

Any driver or attendant serving on jury duty/court summons shall receive his/her regular salary less any compensation he/she receives as juror. Said employee shall be responsible for submitting verification of call or subpoena for jury duty and reporting any compensation received as juror to the Supervisor of Transportation or his designee to be eligible to receive leave for jury duty. Any employee abusing said leave shall be subject to disciplinary action.

### **8. Military Leave**

A regularly employed bus driver or attendant who must serve a forced military enrollment for the duration of the required period of military service shall be granted leave of absence without pay. If the driver or attendant reports for work within ninety (90) days of discharge, he shall be reinstated without loss of seniority rights and privileges, provided he makes written application for reinstatement at least thirty (30) days prior to requested date of re-employment, and that such request is no later than his date of separation or discharge from service.

Military service shall not be counted as regular service towards tenure. However, under certain conditions military service may be counted as experience for pay purposes. State statutes provide that any person who served on active duty in the armed forces of the United States and was honorably discharged there from upon acquiring at least ten years of credit in the Louisiana Teachers' Retirement System shall be entitled to credit in the retirement system for all the time served as a member of the armed forces of the United States up to but not in excess of four (4) years, provided the total credit for military service allowed under this section and any other laws shall not exceed four (4) years; provided further that no credit for military service shall be given for service in the Louisiana National Guard or in the reserve forces of the United States. Each person

claiming such credit shall pay into the system an amount equal to the employer and employee contributions on the compensation which would have been Tangipahoa Parish paid for the period involved had he at that time been a member of the system.

A driver or attendant shall be granted military leave up to a maximum of fifteen (15) working days for reserve military training, with pay. Military leave during the regular school session, however, shall be discouraged and requires prior approval by the Superintendent.

The driver or attendant shall provide the Supervisor of Transportation with evidence of attendance at military training.

#### **9. Accident or Injury Leave**

Should any bus driver or attendant become injured or disabled while acting in his/her official capacity, other than by assault, the employee shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the employee's option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the employee was receiving at the time of injury or disability. The employee shall be required to present a certificate from a physician certifying such injury or incapacitation.

Bus drivers or bus attendants who are injured while on duty must report the injury immediately to the Supervisor of Transportation (or designee) in accordance with Louisiana Revised Statutes. Injured drivers and bus attendants shall return to work as soon as they are able to assume their duties.

#### **10. Assault Leave**

Any bus driver or attendant who is injured and disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. The employee shall be required to provide a certificate from a physician certifying such injury and incapacitation. The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death.

#### **11. Catastrophic or Long-Term Illness Leave**

The School Board, realizing that the severity of a catastrophic or long-term illness of an employee can have a profound effect on the employee and his/her family, may provide any employee up to one calendar year of leave without pay and/or five (5) days with 50% of their salary, upon application to and approval of the Superintendent or his/her designee. Such leave without pay may be used for personal illness of the employee or illness of an immediate family member. Immediate family member is defined as a spouse, parent, or child of the employee.

On every occasion when an employee has exhausted his/her accumulated sick leave and extended sick leave (for those employees eligible for extended sick leave), the Board shall require a statement from a licensed physician be submitted with the leave application certifying that the leave is medically necessary. The same procedures utilized for extended sick leave may be used to resolve any questions of validity or accuracy of the medical certification submitted.

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<sup>i</sup> Revised Date July 1, 2008.