

12.4 CATASTROPHIC LEAVE BANK

The District and the Association shall establish a Catastrophic Leave Bank (Bank) which will be in compliance with Education Code Section 44043.5

12.4.1 Bargaining unit members who suffer a catastrophic injury or illness that is expected to incapacitate the bargaining unit member for an extended period of time (in excess of ten (10) days) shall become eligible to use this catastrophic sick leave plan subject to the restrictions and conditions outlined below.

12.4.1.1 The bargaining unit member to receive donated sick leave must have exhausted all fully paid leave and be in a true catastrophic condition.

12.4.1.2 A bargaining unit member who has exhausted sick leave but still has differential leave available is eligible for withdrawal from the Bank. Use of the Bank is allowable only as a supplemental to such differential leave. The District shall pay the bargaining unit member full pay and the Bank shall be charged one-half.

12.4.1.3 The bargaining unit member must be permanent, not probationary.

12.4.2 The use of this Bank shall only be available to those eligible bargaining unit members who have made a donation of at least five (5) days to the Bank prior to their request, and have continued participation under Section 12.4.5.

12.4.3 The donation of sick leave by the bargaining unit member shall be irrevocable. The bargaining unit member shall file a "Certificated Sick Leave Bank Deposit Form" with the payroll office. A donation to the Bank shall be a general donation from prior years' accumulations, and shall not be considered a donation to a specific bargaining unit member for his/her exclusive use.

12.4.4 There is no limit to the number of sick leave days a bargaining unit member may donate to the Bank, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the bargaining unit member's account does not fall below ten (10) days.

12.4.5 An additional day of contribution will be required of all participants if the number of days in the Bank falls below three hundred (300). Bargaining unit members who are currently drawing from the Bank at the time of the assessment need not contribute to remain eligible to draw from the Bank. If a participant has ten (10) or less days of remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

12.4.6 Leave from the Bank may not be used for illness or disability, which qualifies the bargaining unit member for Workers' Compensation, benefits unless he/she has exhausted all Workers' Compensation leave and his/her own paid leave.

12.4.7 When the bargaining unit member may reasonably be presumed to be eligible for disability retirement under STRS or if applicable Social Security, he/she may be requested to apply for such retirement. Failure of the bargaining unit member to submit a complete application, including medical information provided by the applicants' physician, within twenty (20) days will disqualify the bargaining unit member from further Bank payments.

12.4.8 The enrollment period will coincide with the mutually established open enrollment period for health and welfare benefits. Any change in current practices with regard to the scheduling of open enrollment will be discussed with the Fontana Teachers Association prior to implementation.

12.4.9 Cancellation of membership in the Bank occurs automatically whenever a bargaining unit member fails to make his/her assessment contribution under section 12.4.5. The bargaining unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the bargaining unit member effects cancellation.

12.4.10 A bargaining unit member wishing to use this Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The bargaining unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider the request of the bargaining unit member.

12.4.11 The maximum number of duty days allowed to be utilized by one bargaining unit member for a single catastrophic illness/injury shall not exceed forty (40) workdays. A bargaining unit member may request a specific number of days on the form, available in the Personnel office, when the request is submitted. The bargaining unit member may request up to an additional forty (40) days should the condition continue by filing an additional request for consideration by the Committee.

12.4.12 Any days approved that are unused by the bargaining unit member shall be returned to the Bank.

12.4.13 If a bargaining unit member uses a day from the Bank, pay for that day shall be the same rate the bargaining unit member would have received had the bargaining unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

12.4.14 During September of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.

12.4.15 Hold Harmless

The Association agrees that it will not file, on its own behalf or on the behalf of any bargaining unit member, any grievance, claim or lawsuit of any kind related to any attempt by a bargaining unit member to retrieve donated sick leave used by another bargaining unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any bargaining unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

12.4.16 If the Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank.