

## **ARTICLE 17 – CATASTROPHIC LEAVE**

### **17.1. Description:**

Eligible contributing permanent TRUE Members (see 17.2.4) who are suffering from a catastrophic illness or injury may request donations of sick leave credits under the Catastrophic Leave Program (“Program”). The term “TRUE Member” means a dues paying Member of TRUE and this definition is applicable to Article 17 only. An eligible permanent Member whose dependent child (see 17.2.8), immediate family member living in the household, spouse or domestic partner, and any relative in which the Member has legal power of attorney or a designation as a medical proxy, is suffering from a catastrophic illness or injury may request donations of sick leave credits under the Program. This Member shall be referred to as a “Participant”. “Catastrophic illness” or “injury” is defined as an illness or injury that is expected to incapacitate the Member, dependent child, immediate family member living in the household, spouse or domestic partner of the Member, for an extended period of time and creates a financial hardship for the Member because the employee has exhausted all of the employee’s accrued sick leave.

### **17.2. Contributions:**

- 17.2.1 Days in the Catastrophic Leave Bank (“Bank”) shall accumulate from year to year.
- 17.2.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Participant.
- 17.2.3 To join the Program, TRUE Members must have permanent status and must have at least five (5) days of accrued sick leave remaining by October 31<sup>st</sup> after donating to the Bank. New applicants will be considered contributing Participants of the bank as of November 1<sup>st</sup>. New Participants to the bank will be notified in writing of their acceptance or rejection no later than December 1<sup>st</sup>.
- 17.2.4 Participation is voluntary, but participation requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 17.2.5 The annual rate of contribution by each Participant for each school year shall be one (1) day of sick leave and this deduction will be reflected on the November 30<sup>th</sup> earning statement.

- 17.2.6 The Association shall supply enrollment forms for the Program to Members. Members will fill out the appropriate form and sign it authorizing the contribution. The same contribution will continue to be donated each year to the Bank unless canceled by the Participant. The District shall deduct contributions from the November 30<sup>th</sup> earning statement. Members returning from extended leave and new Members may contribute to the Bank within thirty (30) days of beginning work.
- 17.2.7 Cancellation of the Program on the proper form, may be effected at any time and the Participant shall not be eligible to withdraw 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 Participant effects cancellation or leaves the District.
- 17.2.8 A dependent child, for purposes of the Catastrophic Leave Bank, is defined as one who is biological, step-child, ward or legally adopted by the eligible permanent Member.
- 17.2.9 The District and Association will meet and confer on all forms required for implementation of the Catastrophic Leave Article.
- 17.3 Withdrawals From the Bank:
- 17.3.1 To request a withdrawal under this Program, the Participant shall provide verification of the catastrophic injury or illness by means of a letter, dated and signed by a physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 17.3.2 If a Participant is incapacitated, applications may be submitted to the Catastrophic Committee ("Committee") (see 17.4.1 below) by the Participant's agent or member of the Participant's family.
- 17.3.3 Leave from the Bank may not be used for an illness or disability which qualifies the Participant for Worker's Compensation benefits, unless the Participant has exhausted all accrued leaves and Worker's Compensation benefits have terminated. If the District challenges the Worker's Compensation Claim, the Participant may withdraw from the Bank but upon settlement of the Worker's Compensation Claim, the Bank shall be reimbursed the days by the District.

- 17.3.4 Members will not be eligible to withdraw from the bank for the first year of membership. Disability insurance cannot be used concurrently with catastrophic leave. Participants must use all sick leave (but not differential leave) available to the Participant before being eligible for a withdrawal from the Bank.
- 17.3.5 For Participants who have differential leave available, the District shall pay the Participant full pay and the Bank shall be charged one-half (1/2) day.
- 17.3.6 Initial withdrawals from the Bank shall be granted in units of no more than thirty (30) workdays. Additional days may be granted upon request and approval of the Committee. While employed at Twin Rivers Unified School District the maximum number of days granted to an employee shall be sixty (60) days. Unused days by the recipient shall be returned to the Bank.
- 17.3.7 The first ten (10) duty days of catastrophic illness or disability must be covered by the Participant's own sick leave, differential leave, or leave without pay. For example, if the Participant had five (5) days of sick leave at the beginning of the illness, the employee shall begin withdrawing days from the Bank on the eleventh workday.
- 17.3.8 If the Bank does not have sufficient days to fund a withdrawal request, the Committee may approve withdrawal up to the maximum days in the Bank.
- 17.3.9 Approval of any request shall require a majority vote of the Committee and shall be final and binding and not subject to the grievance procedure of the Collective Bargaining Agreement in force between the District and TRUE.

17.4. Administration of the Bank:

- 17.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and to the Chief Human Resources Official or the employer's designee.
- 17.4.2 The Committee shall be selected by the Association.
- 17.4.3 Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) workdays of receipt of the application.

- 17.4.4 The Committee shall keep all requests confidential.
- 17.4.5 Following the enrollment period, which is the beginning of each school year through October 1, the Committee will compile the following information and provide it to the Chief Human Resources Official or the employer's designee no later than October 15:
  - 17.4.5.1 The names of participating Members,
  - 17.4.5.2 The names of any Participants who have canceled, and
  - 17.4.5.3 The total number of days in the Bank.
- 17.4.6 The Association will notify applicants whether or not they are a member by December 1<sup>st</sup>.
- 17.4.7 The district will provide trimester (November 1<sup>st</sup>, March 1<sup>st</sup>, July 1<sup>st</sup>) reports to the Catastrophic Leave Bank Chair and the Association of the banks use.
- 17.5 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current Participants of the Program proportionately in units of no less than one-half (1/2) day. The Lottery method shall be used if there are not enough days to return unused days proportionately to the current Participants.
- 17.6 Notwithstanding any of the foregoing, within ten (10) days of the ratification of the Agreement by the Association and the District Board of Education, enrollment will be opened in the Program for a reasonable period as agreed to by the District and Association.