

ARTICLE 8
LEAVES

8.2 Catastrophic Sick Leave Bank

- 8.2.1 Bargaining unit members who suffer a catastrophic injury/illness that is expected to incapacitate the unit member for an extended period of time (more than ten [10] days), shall become eligible to use the Catastrophic Sick Leave Bank (Sick Leave Bank) subject to the restrictions and conditions outlined as follows:
- 8.2.1.1 The unit member to receive donated sick leave must have exhausted all fully paid leave and must be in a true catastrophic condition.
- 8.2.1.2 A unit member who has exhausted sick leave but still has a differential leave available is eligible for a withdrawal from the Sick Leave Bank. Use of the Sick Leave Bank benefit is allowable only as a supplement to such differential leave (Extended Illness Leave per Article 8.1.3). The District shall pay the unit member full pay and the Sick Leave Bank shall be charged one-half (1/2).
- 8.2.1.3 The unit member must be a permanent, not probationary, employee.
- 8.2.2 Bargaining unit members shall be eligible to use the Sick Leave Bank to care for an immediate family member as defined in Article 8.3, who is living in the immediate household of the unit member and has suffered a catastrophic injury/illness subject to the restrictions and conditions outlined as follows:
- 8.2.2.1 The unit member to receive donated catastrophic sick leave must have exhausted all available fully paid leave and have an immediate family member in a true catastrophic condition.
- 8.2.2.2 A unit member who has exhausted all available fully paid leave and is not eligible to use differential leave to care for the immediate family member shall be eligible for withdrawal from the Sick Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged day for day.
- 8.2.2.3 The unit member must be a permanent, not probationary, employee.
- 8.2.3 The use of the Sick Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of at least five (5) days prior to their request, and have continued participation in the Sick Leave Bank, under Section 8.2.6. For the purpose of this article only, “days” shall be defined as each individual employee’s regular contract hours at the time of donation to or withdrawal from the Sick Leave Bank.
- 8.2.4 This donation shall be irrevocable. The unit member shall file an irrevocable “Classified Sick Leave Bank Deposit Form” with the Human Resources Office. A donation to the Sick Leave Bank shall be a general donation from prior years’ accumulations, and shall not be donated to a specific unit member for his/her exclusive use.
- 8.2.5 There is no limit to the number of sick leave days a unit member may donate to the Sick Leave Bank, so long as the minimum number of accumulated sick leave days available

from the prior years accumulations in the unit member's account does not fall below five (5) days.

- 8.2.6 An additional day of contribution will be required of all participants if the number of hours in the Sick Leave Bank falls below 1,200. Unit members who are drawing from the Sick Leave Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Sick Leave Bank. If a participant has less than an annual allotment of remaining sick leave days at the time of the assessment, they need not contribute the additional day to remain a participant in the Sick Leave Bank.
- 8.2.7 Leave from the Sick Leave Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation benefits unless he/she has exhausted all Workers' Compensation leave and his/her own fully paid leave.
- 8.2.8 When the unit member may reasonably be presumed to be eligible for disability retirement under PERS or, if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) working days will disqualify the unit member from further Sick Leave Bank payments.
- 8.2.9 Bargaining unit members may join the Sick Leave Bank during the annual open enrollment period (October 1 to October 31) only.
- 8.2.10 Cancellation of membership in the Sick Leave Bank occurs automatically whenever a unit member fails to make his/her assessment contribution under Section 8.2.6. The unit member shall not be eligible to draw from the Sick Leave Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Sick Leave Bank shall not be returned if the unit member effects cancellation.
- 8.2.11 A unit member wishing to use the Sick Leave Bank shall submit a "Classified 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 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 unit member.

Sick Leave Bank Committee

The committee shall consist of one (1) person selected by the Employer as a recordkeeper and three (3) voting members selected by the Association. The committee may grant, reject, or partially grant a request. Any rejection of a request may be appealed to the RESPA Executive Board for final action and decision. The timelines for filing an appeal shall be the same as found in the initial step of the grievance procedure (Article 19).

- 8.2.12 The maximum number of duty days allowed to be withdrawn by one unit member for a single catastrophic injury/illness shall not exceed fifty (50) days.
- 8.2.13 Any days approved that are unused by the unit members shall be returned to the Sick Leave Bank.

- 8.2.14 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.
- 8.2.15 During January of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Sick Leave Bank as of November 1 of that year and the number of days used in the previous fiscal year.
- 8.2.16 Hold Harmless
The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- 8.2.17 If the Sick Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank according to the following distribution formula: Total number of hours divided by current active participants.