

ARTICLE 8  
LEAVES

8.3 Catastrophic Sick Leave Bank

- 8.3.1 A bargaining unit member who suffers 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:
- 8.3.1.1 The unit member to receive donated sick leave must have exhausted all fully paid leave and must be in a true catastrophic condition.
- 8.3.1.2 A unit member who has exhausted sick leave but still has a differential leave (Extended Illness Leave per Article 8.5) 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. The District shall pay the unit member full pay and the Sick Leave Bank shall be charged one-half.
- 8.3.1.3 The unit member must be a permanent, not probationary, employee.
- 8.3.2 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 to the Sick Leave Bank prior to their request, and have continued participation under Section 8.3.5. 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.
- 8.3.3 This donation shall be irrevocable. The unit member shall file an irrevocable "Certificated Sick Leave Bank Deposit Form" with the Human Resources Office. A donation to the Sick Leave Bank shall be a general donation and from prior years' accumulations, and shall not be donated to a specific unit member for his/her exclusive use.
- 8.3.4 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 in the unit member's account does not fall below ten (10) days or 72.5 hours.
- 8.3.5 An additional day of contribution will be required of participants if the number of days in the Sick Leave Bank falls below 300. 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 ten (10) or less days of available sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Sick Leave Bank.
- 8.3.6 Leave from the Sick Leave Bank may not be used for illness or disability which qualifies the unit member for Worker's Compensation benefits unless he/she has exhausted all Worker's Compensation leave, and his/her own sick leave.

- 8.3.7 When the 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 unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the unit member from further Sick Leave Bank payments.
- 8.3.8 Bargaining unit members may donate earned sick leave at any time during their work year.
- 8.3.8.1 Bargaining unit members may donate earned sick leave at any time during their work year to a specified bargaining unit member for the purpose of the specified unit member joining the Sick Leave Bank due to a catastrophic illness. Bargaining unit members will be limited to donating a maximum of five (5) days in any school year for this purpose. Bargaining unit members contributing sick leave to other members pursuant to this provision must have ten (10) days of sick leave remaining after the contribution.
- 8.3.9 Bargaining unit members may join the Sick Leave Bank during the annual open enrollment period (October 1 to November 10). Unit members who elect not to join the Sick Leave Bank during the annual open enrollment period may join at any time; however, they shall have a waiting period of thirty (30) duty days after joining the Sick Leave Bank before becoming eligible to make a withdrawal from the Sick Leave Bank.
- 8.3.10 Cancellation of membership in the Sick Leave Bank occurs automatically whenever a unit member fails to make his/her assessment contribution under Section 8.3.5. 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.
- 8.3.11 A unit member wishing to use this Sick Leave 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 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 person selected by the Employer as a recordkeeper and three (3) other members selected by the Association. The committee may grant, reject, or partially grant a request. Approval shall require a majority vote of the Association committee members. Any rejection of a request may be appealed to the RTA 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).

- 8.3.12 The maximum number of Sick Leave Bank days allowed to be withdrawn by one unit member for a single catastrophic injury/illness shall not exceed fifty (50) days.

- 8.3.13 Any days approved that are unused by the unit member shall be returned to the Catastrophic Sick Leave Bank.
- 8.3.14 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.
- 8.3.15 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 December 1 of that year and the number of days used in the previous fiscal year.
- 8.3.16 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.

The Association agrees to defend, indemnify, and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.

- 8.3.17 Once activated, if the Sick Leave Bank is terminated for any reason, the days remaining in the Sick Leave Bank shall be equitably distributed to the then current members of the Sick Leave Bank according to the distribution formula: (total number of hours divided (÷) by current active participants).