

## CATASTROPHIC SICK LEAVE PROGRAM

### A. PURPOSE

The Association and the District agree to create a Catastrophic Sick Leave Bank effective September 1, 2021, in compliance with Education Code Section 44043.5. The intent of the Catastrophic Sick Leave Bank is to provide additional coverage for bargaining unit members who have suffered a catastrophic illness or injury.

### B. DEFINITIONS

- 1) A catastrophic illness or injury is defined as one that is expected to incapacitate the bargaining unit member for an extended period of time and which causes the bargaining unit member to exhaust all fully paid leave. The Catastrophic Leave Committee may decide to allow the extended period of time to be less than 30 days. The Committee may allow the grant of catastrophic leave retroactive back to first day of differential pay.
- 2) In cases affecting a bargaining unit member's immediate family, a catastrophic illness or injury is defined as an instance that requires the employee to take time off from work to care for that family member for an extended period of time as defined by the Family Medical Leave Act.
- 3) Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined.
- 4) The following does not qualify as catastrophic - elective surgeries, personal necessity, substance abuse rehabilitation and/or bereavement.
- 5) Employees absent from work due to a work-related injury are not eligible to apply for sick leave from the bank as leave provisions and wage payments are separately provided for under Workers' Compensation.

### C. ENROLLMENT INTO CATASTROPHIC LEAVE BANK

- 1) Unit members who are probationary and/or permanent and who are on active duty with the district are eligible to contribute to and draw on the Catastrophic Sick Leave Bank.
- 2) The enrollment period for the Catastrophic Leave Bank will occur from September 1 to September 30 of each school year for a period of eligibility commencing with October 1 and ending on September 30<sup>th</sup> of the following year. The bank shall be established for the 2021-2022 and will be effective as of October 1<sup>st</sup> 2021.
- 3) Unit members electing to participate in the Catastrophic Leave Bank program, will provide for a written authorization on a designated District form for the purpose of transferring one (1) day of sick leave into the Bank, which will become an irrevocable transfer thereafter. In order to cancel membership in The Bank, a member must state this on the District enrollment form during the

enrollment period. Once a member joins the bank they will be considered "In" until they cancel their membership. Once a member cancels their membership, they will be considered "out" until they submit an enrollment. If a member fails to submit a form by October 1<sup>st</sup>, the district will contact said member and allow them up to 5 calendar days to submit the form. After this date, the member shall be denied entry into the bank until the next enrollment period.

- 4) If the Catastrophic Sick Leave Bank is sufficiently depleted during the course of the year and is approved to be replenished by [Committee/chapter vote], unit members must make the appropriate mid-year donation in order to maintain eligibility for said enrollment year.
- 5) New employees must complete and properly file a participation form within thirty (30) calendar days of achieving probationary or permanent status in order to be eligible for participation for the remainder of the eligibility year.
- 6) The Catastrophic Leave Bank Committee will determine by August 30<sup>th</sup> of each year whether new donations from existing participants are prudent to carry an appropriate balance for an upcoming school year and will set the amount of donation. Annual donations shall not exceed two (2) days of sick leave. If the Leave Bank has a sufficient carryover balance at the start of the year, (fewer than 400 days), the Committee will determine whether additional donations are necessary from existing members. The Committee will not issue a request for donations for active participants if the bank balance is at 750 days or more. In the event the carryover balance from preceding year is sufficient, only those unit members joining the Catastrophic Sick Leave Bank for the first time and those returning from leave such that they did not contribute in the prior year, shall be required to make an enrollment contribution to the bank.
- 7) Unit members who are drawing from the Bank at the time of the assessment need not contribute to maintain active enrollment for the current eligibility period.
- 8) The District shall maintain a record of all bargaining unit members who have joined and are currently enrolled in the bank.
- 9) The District shall verify an applicant's sick leave and provide information on sick leave balance upon Committee request when evaluating withdrawal eligibility.

#### D. CATASTROPHIC LEAVE BANK GOVERNANCE

- 1) The District and the Association shall establish a Catastrophic Leave Committee, which shall consist of two (2) representatives appointed by the Association, and two (2) members appointed by the Superintendent or his/her designee. The Committee shall be responsible for the administration of the catastrophic leave bank, including establishing required sick leave transfers for active and continuous catastrophic leave program participation, evaluating eligibility for withdrawal and amount of withdrawal grants.

- 2) A quorum of the Catastrophic Leave Committee shall exist when three (3) members are present. The Association President shall designate the Chair. Approval/disapproval of the request and subsequent leave allotments shall be authorized by a majority vote.
- 3) The Committee shall issue a disposition on leave withdrawal request within ten (10) work days, unless further medical information is sought by the Committee prior to rendering a decision. The unit member will be notified if the request is insufficient in documentation provided and allowed time to resubmit the appropriate documentation and medical certification.
- 4) The Committee will grant catastrophic leave not to exceed 50 sick leave credits (days) depending on the amount of days needed to fulfill the catastrophic leave request. Members may request an additional grants as needed up to 25 days to be used concurrently with differential pay. Each request shall be put before The Committee for consideration. Entitlement to such leave withdrawal shall be permissible once every three (3) years.
- 5) If the committee denies a request for a withdrawal from the bank, the bargaining unit member making the request shall be notified in writing of the reason for denial. Unit members subject to denial may resubmit their request with new or additional information. Members of the committee will keep the nature of the catastrophic illness or injury confidential. The decision of the Committee shall be binding and not subject to grievance or appeal to the Superintendent or the Board of Education.

#### E. APPLICATION FOR WITHDRAWAL AND LEAVE USAGE

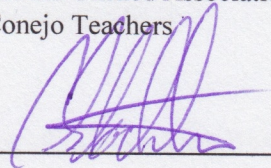
- 1) A unit member who is enrolled in the Catastrophic Leave Bank and who is unable to render service in excess of thirty (30) working days due to one's own qualifying medical condition or that of an immediate family member will be eligible to submit a request to the Catastrophic Leave Bank Committee. Such request will be submitted on a District designated form with any and all necessary supporting documents to establish basis for request and upon exhausting sick leave accrued and allotted per Education Code 45192 and Article [sick leave] of this Agreement.
- 2) In the event a unit member is incapacitated, a request for leave may be submitted to the Committee on their behalf by a designated union representative and/or family member.
- 3) A unit member would utilize the catastrophic leave as granted by the Committee following having exhausted all accrued sick leave. Unit member who are in the midst of differential leave, when catastrophic leave is granted, can transition to

catastrophic leave usage effective the date the leave is granted by the Committee, and resume differential leave upon exhaustion of catastrophic leave.

F. HOLD HARMLESS and BANK TERMINATION

- 1) Neither a unit member nor the Association shall be able to file a grievance against the administration of this article as it relates to eligibility to withdraw from the bank, amount of leave entitlement, eligibility of others to withdraw, and/or any impact to CalSTRS as a result of sick leave contributions from one's own bank to the Catastrophic Leave Bank.
  
- 2) If the Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the participating unit members at the time of termination effective date.

For the Unified Association of  
Conejo Teachers



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For the Conejo Valley Unified  
School District

*Jeanne Valentino*

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TENTATIVE AGREEMENT