

ARTICLE 11: LEAVES

11.1 Bereavement Leave

11.1.1 Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family. The immediate family shall include the mother, father, grandmother, grandfather or grandchild of the unit member; or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or stepchild of the unit member, or any relative living in the immediate household.

The Superintendent, or his/her designee, may, if unusual circumstances exist, extend the definition of immediate family to include other persons.

11.1.2 Eligibility

A unit member covered by this Agreement.

11.1.3 Procedure

A unit member exercising this leave of absence provision shall notify the District as soon as possible. Notification shall include the expected duration of the absence.

11.1.4 Requirements

A unit member shall be granted up to five (5) days for bereavement purposes.

Additional days of absence may be provided beyond those described herein at the discretion of the Superintendent. Other additional days of absence beyond those described herein are provided under the terms of the personal necessity leave provision.

11.1.5 Compensation

All days of absence used under the provision of bereavement leave shall result in no loss of compensation to the unit member.

11.1.6 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

11.2 Industrial Accident/Illness

11.2.1 Purpose

Unit members shall be granted industrial accident or illness leave when absent from their duties as a result of an industrial accident or illness.

11.2.2 Eligibility

A unit member covered by this Agreement.

11.2.3 Procedure

A unit member who has sustained a job-related injury shall report the injury on a District-approved accident report form to the immediate supervisor within twenty-four (24) hours. A unit member shall report any illness on a District-approved form to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.

11.2.4 Requirements

11.2.4.1 Allowable leave shall be for not more than sixty (60) working days during that time in which the schools of the District are required to be in session; or, when the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.

11.2.4.2 Allowable leave shall not be accumulated from year to year.

11.2.4.3 Industrial accident or illness leave shall commence on the first day of absence.

11.2.4.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

11.2.4.5 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the balance of unused leave due for the same illness or injury.

11.2.4.6 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the state.

11.2.5 Compensation

11.2.5.1 A unit member shall be paid such portion of the salary due for any month in which the absence occurs, as, when added to the temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than full salary.

11.2.5.2 During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and money actually paid to and retained by the unit member for periods covered by such salary warrants.

11.2.5.3 Upon conclusion of this industrial paid leave, a unit member may utilize any available sick leave benefits, providing that any sick leave utilization, when combined with a temporary disability indemnity, shall not exceed one hundred percent of the unit member's normal compensation.

11.2.6 Return to Service

A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician, without restrictions or detriment to the unit member's physical and emotional well-being.

11.3 Leave While Holding Elective Public Office

11.3.1 Purpose

Unit members shall be provided the opportunity to exercise the duties attendant to holding an elective public office to which they have been duly appointed or elected, while maintaining full-time District employment.

11.3.2 Eligibility

A unit member covered by this Agreement.

11.3.3 Procedure

A unit member elected or appointed to public office may request a leave of absence to perform the duties of office. Leave of absence may not exceed three (3) days in any one calendar month for a unit member holding public office while maintaining full-time employment with the District. Such leaves shall be granted with a deduction in pay equaling one dollar (\$1.00) above the current daily rate paid for substitute replacement for each day or half-day of absence granted under this policy. These authorized days, or portions of days, may be utilized in the following manner:

11.3.3.1 Full-Day Leave

Upon request to his/her immediate administrator, a unit member may request a maximum of three (3) days per month. When requiring two or more days in sequence, requests must be made at least forty-eight (48) hours in advance of the need for such leave. A unit member may not, while on legislative leave, request another legislative leave for the next full or half day.

11.3.3.2 Half-Day Leave

Upon request to his/her immediate supervisor, a unit member may request up to a maximum of six (6) one-half day leaves, except that when an assignment including students is involved:

11.3.3.2.1 Not more than three (3) one-half day leaves may be taken for either morning (A.M.) or afternoon (P.M.) absences during any one calendar month.

11.3.3.2.2 A half-day for intermediate school teachers is defined as:

- 1) "Morning" -- The time that such unit member is required to be on duty before classes begin and the first three periods.
- 2) "Afternoon" -- Classes conducted after the first three periods, and the time that such unit member is to remain on duty after dismissal of the last class.

11.3.3.3 Aggregate Leave

11.3.3.3.1 No class hour or period may have more than a total of three (3) absences accrued against it for purposes of this policy in any calendar month, when combining full or half-day leaves.

11.3.3.3.2 Leave days may not be cumulative from month to month or year to year.

11.3.4 Use of District Facilities or Personnel

11.2.4.1 At no time may a unit member absent himself or herself from assigned duties and responsibilities or from students who are under his/her supervision in order to confer with any party by telephone, or in person, concerning the duties or responsibilities of said public office.

11.3.4.2 District employees shall not be responsible for sending or receiving messages for a unit member attendant to his/her duties while holding an elective public office, except in case of emergency. Such inquiries and messages received will be directed to the unit member's place of public office. The involvement of other District personnel during their working hours, to assist in performing the duties or responsibilities of said office, is prohibited.

11.3.4.3 The use of District equipment or materials is prohibited in performing the duties or responsibilities of said public office, whether during or after the unit member's regular work hours.

11.3.4.4 Privately owned or maintained telephone service shall not be permitted on District property for use by unit members holding electing public office.

11.4 **Full-time Elective Office (Including Election to the Legislature)**

11.4.1 Purpose

Leave of absence shall be granted unit members who are elected to public office (including election to the California State Legislature).

11.4.2 Eligibility

A unit member covered by this Agreement.

11.4.3 Procedure

A unit member elected to public office (including election to the California State Legislature) may request a legislative leave of absence to fill the term of office. Said request shall be submitted no later than thirty (30) days after being elected to office.

11.4.4 Requirements

During the term of legislative leave of absence, the unit member may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon.

11.4.5 Compensation

Except as provided above, a unit member shall receive no District compensation while on legislative leave.

11.4.6 Return to Service

The unit member shall, within six (6) months of the expiration of the term of office, be entitled to return to the position held at the time of his/her election. If the position held at the time of election has been abolished by the time the unit member is eligible to return to District service, reinstatement shall be made to a position for which the unit member is certified.

Reinstatement shall be made at the salary to which the unit member would have been entitled had legislative leave not been utilized.

11.5 **Judicial and Official Appearance Leaves**

11.5.1 Purpose

Judicial and official appearance leave may be granted for purposes of regularly called jury duty; appearance as a witness in court other than as a litigant; or, to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

11.5.2 Eligibility

A unit member covered by this Agreement.

The District and the Association agree that it is educationally sound for unit members to defer jury duty beyond their regular work year.

11.5.3 Procedure

The unit member seeking an official judicial appearance leave shall submit a request, accompanied by the official order, for an approved absence to the immediate supervisor.

11.5.4 Requirements

A unit member may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and/or appearance.

11.5.5 Compensation

11.5.5.1 A unit member shall be granted a leave of absence for jury duty up to a maximum of ten (10) days. A unit member granted a leave of absence under these provisions shall be granted District compensation which, when added to jury or witness fees, shall not exceed the unit member's regular District compensation.

11.5.5.2 The District shall pay \$55 per day for up to ten (10) days to a unit member who voluntarily postpones jury duty to a non-contracted unit member work day(s).

This section does not apply to summer school unit members.

A unit member will submit a copy of the first Jury Duty summons received to the Human Resources office to verify postponement to non-contracted unit member work day(s).

11.5.6 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

11.6 **Maternity Leave**

11.6.1 Purpose

The purpose of maternity leave shall be for the bearing and birth of children, and recovery therefrom.

11.6.2 Eligibility

A female unit member covered by this Agreement.

11.6.3 Procedure

11.6.3.1 The female unit member shall furnish the District with a physician's confirming statement by the end of the third month of pregnancy. The physician's statement shall include the expected period of disability.

11.6.3.2 The female unit member shall submit a request for maternity disability leave not less than thirty (30) days prior to the expected period of disability. The request shall be accompanied by the attending physician's statement verifying the maternity disability and the expected duration of the disability period.

11.6.4 Requirements

Maternity disability leave shall be granted for that period during which the female unit member is disabled as specified in the attending physician's statement described herein.

11.6.5 Compensation

Any female unit member covered by this Agreement shall have the option of utilizing sick leave, as provided for in Section 11.12, for absences necessitated by pregnancy, miscarriage, childbirth and recovery. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for the purposes of this policy shall receive fifty

(50) percent of her daily rate of pay; or, the difference between the unit member's salary and the sum actually paid a substitute employee, whichever is greater. Compensation under this section shall continue for a period of no more than five (5) school months.

11.6.6 Return to Service

Upon the conclusion of the maternity disability period described herein, the female unit member shall be reinstated to the position/classification

held prior to the leave of absence, or to a position for which the unit member is certified.

11.7 Parental Leave (unpaid leave)

11.7.1 Purpose

A leave of absence without pay shall be granted to a unit member for the purpose of raising his/her natural/adopted child.

11.7.2 Eligibility

A unit member covered by this Agreement.

11.7.3 Procedure

11.7.3.1 Such leave shall normally be for no more than twelve (12) months in order that the return date shall coincide with normal school breaks (i.e., the beginning of a semester). An extension of the leave for up to an additional twelve (12) months may be granted upon request.

11.7.4 Return to Service

The unit member shall be reinstated to the position/classification held prior to the leave of absence, or to a position for which the unit member is certified.

11.8 Parental/Adoption Leave (paid leave)

11.8.1 Purpose

11.8.1.1 A unit member shall be granted a maximum of four (4) days paid leave for the birth of his/her child and related emergencies.

11.8.1.2 A unit member adopting a child may be granted three (3) days of absence commencing on the day that the child is received into his/her custody.

11.8.2 Eligibility

A unit member covered by this Agreement

11.8.3 Procedure

A unit member seeking an approved parental/adoption leave of absence shall submit a request, which includes the reason and the expected duration of the absence, to his/her immediate supervisor.

11.8.4 Compensation

All days of absence used under the provision of parental/adoption leave shall result in no loss of compensation to the unit member.

11.8.5 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

11.9 **Personal Leave**

A unit member may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

11.9.1 Eligibility

A unit member covered by this Agreement.

11.9.2 Procedure

11.9.2.1 The unit member seeking an approved personal leave of absence shall submit a request, which includes the reasons and the duration of the length of the requested leave, to his/her immediate supervisor.

11.9.2.2 For personal absence of five (5) working days or less, the unit member shall submit the request described herein not less than five (5) working days prior to the beginning date of the leave. The decision of the immediate supervisor for approval or denial of these requests shall be final.

11.9.2.3 For personal absence in excess of five (5) work days, including the balance of the school semester/year, or a full school semester/year, the unit member shall submit the request described herein to the Assistant Superintendent of Human Resources for recommendation and presentation to the Board of Education for approval or denial.

11.9.2.4 A unit member requesting such an extended personal leave of absence shall submit the request not less than ten (10) days prior to the next Board of Education meeting.

11.9.3 Requirements

A unit member shall not accept gainful employment while on a personal leave of absence without the prior written approval of the Superintendent.

11.9.4 Compensation

Any personal leave that may be granted under these provisions shall be without compensation. Unit members on personal leave of absence shall be permitted to participate in the District insurance program at their expense.

11.9.5 Return to Service

The unit member shall be reinstated to the position/classification held prior to the leave of absence, or to a position for which the unit member is certified.

If the personal leave of absence was granted for health reasons, the unit member shall be required to submit, prior to return to active duty, a medical statement from a licensed physician indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical or emotional well-being.

11.10 **Personal Necessity Leave**

11.10.1 Purpose

Personal necessity leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours. The following are examples of inappropriate use of personal necessity: spousal awards, second job, non-educational related interviews, non-work related conferences/conventions, preparation for outside classes, vacations, or extensions of a holiday (before or after).

If unusual circumstances exist, the unit member's immediate supervisor may extend the definition of personal necessity.

11.10.2 Eligibility

A unit member covered by this Agreement and who has sufficient sick leave credit.

11.10.3 Procedure

The unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes, and shall notify the District of the expected duration of the absence.

11.10.4 Requirements

Unit members may use not more than ten (10) days per year of accumulated sick leave for purposes of personal necessity.

11.10.5 Compensation

A unit member shall receive full compensation for not more than ten (10) days per year of personal necessity leave, except as provided in 11.10.6.

11.10.6 In case of personal necessity, such as serious illness or accident of an immediate family member, requiring an extended absence, a unit member may apply to the Superintendent for up to the full amount of his/her accumulated sick leave to be utilized for said illness or accident.

11.10.7 Return to Service

Upon return to active service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

11.11 **Sabbatical Leave**

11.11.1 Purpose

Unit members may be granted a leave of absence for the purpose of professional study or travel which will directly benefit the schools and pupils of the District.

11.11.2 Eligibility

A permanent unit member who has served not less than seven (7) consecutive years shall be eligible to apply for sabbatical leave. At the discretion of the Board of Education, up to three (3) percent of the eligible staff may be granted sabbatical leave. In the event more than three (3) percent of eligible staff request a sabbatical in any

one year, seniority shall be a major consideration for selecting sabbatical leave candidates.

11.11.3 Procedure

A unit member requesting sabbatical leave consideration shall submit a District-designed application form by January 1 of the preceding school year for which the leave is requested. By February 1, the District Superintendent shall submit a recommendation to the Board of Education for consideration regarding qualified sabbatical leave applications. By March 1, the Board of Education shall take action on sabbatical leave requests.

11.11.4 Requirements

Sabbatical leaves shall not be less than one (1) semester or more than two (2) semesters in duration.

11.11.5 Compensation

11.11.5.1 A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent. If such approval is granted, appropriate deductions from compensation shall be made. A unit member granted a sabbatical leave, for other than gainful employment, shall be compensated by the District at the rate of seventy-five (75) percent of the salary that would have been received had active service continued. Unit members shall be entitled to District-paid health benefits as part of their compensation as if active service continued.

11.11.5.2 A unit member on sabbatical leave may be paid in two (2) equal installments; one shall be paid at the end of the first year or semester, and the other at the end of the second semester of active service following the leave.

11.11.5.3 A unit member on sabbatical leave may elect to be paid in the same manner as though active service continued to be performed for the District, upon the furnishing of a suitable bond indemnifying the District against loss should the unit member fail to satisfactorily complete the leave conditions; and fail to render service for at least twice the length of the leave at the conclusion of the leave of absence.

11.11.5.4 Said bond shall be exonerated in the event the failure to render the agreed-upon services is due to death, physical disability or mental disability of the unit member.

11.11.5.5 Sabbatical leave shall count toward regular salary schedule advancement, if any, and retirement credit as if active service continued.

11.11.6 Return to Service

11.11.6.1 The unit member shall, within sixty (60) days following return to active service, submit a comprehensive report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

- 1) Official transcripts of all completed course work and/or a complete travel itinerary.
- 2) Recommendation of how the sabbatical leave results may be shared with students and staff.
- 3) A complete file of all pertinent materials either developed or collected during the leave, and a recommendation for use within the District.

11.11.6.2 Failure to satisfactorily provide this report shall constitute a failure to comply with the leave condition and shall result in forfeiture of all leave compensation.

11.11.6.3 The unit member shall be reinstated to the position/classification held prior to the sabbatical leave; or to a position for which the unit member is certified.

11.12 Sick Leave

11.12.1 Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessitated by illness, injury or quarantine.

11.12.2 Eligibility

11.12.2.1 A unit member covered by this Agreement, working five (5) days per week, shall annually be entitled to ten (10) days of leave of absence for the purpose of sick leave utilization. A unit member covered by this Agreement working less than full time shall be entitled to sick leave in the same ratio as his/her employment bears to full-time employment.

11.12.2.2 Unused sick leave days are cumulative.

11.12.2.3 A unit member covered by this Agreement, and who is employed in the District's scheduled summer school session, shall earn one (1) day sick leave for each session employed. Days of sick leave earned during summer school are to be added to the accrued sick leave earned pursuant to Paragraph 11.12.2.1.

11.12.2.4 A unit member may utilize any accrued sick leave during summer school session.

11.12.3 Procedure

Unit members exercising this leave of absence provision shall notify the District of their need to be absent from service as soon as possible. But in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

11.12.3.1 After an employee is absent seven (7) consecutive days during the school year, the supervisor/district may request verification which states the anticipated date of return to service.

11.12.4 Requirements

When unit members become aware of the need for absence due to surgery or other predictable or prior scheduled causes, they shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

11.12.5 Compensation

Any unused sick leave credit may be used by the unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member that continues to be absent under provisions of this Article shall receive fifty (50) percent of his/her daily rate of pay; or,

the difference between the unit member's salary and the sum actually paid a substitute employee; whichever is greater. Compensation under this Section shall continue for a period of no more than five (5) school months or less.

11.12.6 Return to Service

11.12.6.1 Upon return to service, the unit member shall complete the District absence form and submit it to his/her immediate supervisor.

11.12.6.2 A unit member whose absence under this Section exceeds seven (7) consecutive school days shall, upon request, submit a statement from a medical doctor or licensed practitioner indicating an ability to return to his/her position without restrictions or detriment to the member's physical and emotional well-being. unit

11.12.6.3 A unit member shall not be allowed to return to service, and shall be charged with one additional day of sick leave absence, if the unit member fails to notify the District of intent to return to duty prior to the close of the preceding work day, and by such notification failure, a substitute is secured.

11.13 Association President Leave

11.13.1 The District and Association agree that the President of GEA will teach 60% of the instructional day and will be released for 40% of the instructional day to perform Association/District business. The Association President and his/her immediate supervisor will mutually agree on a yearly basis the schedule that is most beneficial to meet the needs of students.

11.14 Association Leave

11.14.1 A maximum of forty (40) days of release time per school year may be utilized by members of the bargaining unit, as designated by the Association, for attendance at local, state and/or national meetings/conferences; or for conducting other business pertinent to Association affairs. Such release time shall be requested with prior reasonable notice to the Superintendent or his/her designee. The

Association agrees to reimburse the District the amount paid by the District to employ a daily substitute for thirty (30) of the forty (40) days. This leave shall be in addition to any other release time granted in other Articles of this agreement.

11.14.2 The use of this release time by the Association shall not impact unreasonably on any class of students.

11.15 Catastrophic Leave Bank

11.15.1 Creation and Purpose

The Catastrophic Leave Bank is a program established to allow unit members to potentially help each other. The intent of this program is to provide a way that unit members who have exhausted all their regular sick leave may apply for additional sick leave days from the bank for a catastrophic injury or illness.

Catastrophic illness and injury shall be defined as an illness or injury that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive days requiring the Catastrophic Leave Bank member to take time off from work to care for himself/herself or to take care of a family member (see definition of family under Article 11.1.1 Bereavement Leave).

Unit members who have exhausted all sick leave and who are members of the Catastrophic Leave Bank may request withdrawal of additional sick days from the Bank for a catastrophic illness or injury.

11.15.1.1 The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 2000. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 11.15.2 below.

11.15.1.2 For the purposes of this section, a "day" shall be any day a unit member is required to be on duty as determined by the terms of this Agreement. The Catastrophic Leave Bank does not apply to summer school, intersession or any extra teaching assignment.

11.15.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.

11.15.1.4 Days shall be contributed to the Bank not to a specific employee and withdrawn from the Bank without regard

to the daily rate of pay of the Catastrophic Leave Bank participant.

- 11.15.1.5 The Catastrophic Leave Bank shall be administered by a joint committee comprised of three (3) voluntary members appointed by the Association and two (2) members appointed by the District.

11.15.2 Eligibility and Contributions

- 11.15.2.1 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 11.15.2.2 Participation in the Bank shall be voluntary. Only unit members that have contributed to the Bank will be permitted to request a withdrawal from the Bank.
- 11.15.2.3 Contributions to the Bank must be authorized and renewed annually by the unit member on the appropriate district form. Contributions shall be made each year during the Medical Benefits Open Enrollment period or thirty (30) days from a new employees date of hire. The effective date of coverage shall be the first day of the month following enrollment. Forms shall be returned to the District Business Office.
- 11.15.2.4 Membership from the Bank may be revoked at any time when a unit member completes the appropriate district form and returns it to the District Business Office.

Membership from the Bank is revoked automatically whenever a member fails to make his/her annual contribution (September 1 to September 30).

- 11.15.2.5 Sick leave previously authorized for contribution to the Bank shall not be returned to the unit member if the unit member effects cancellation from the Bank.
- 11.15.2.6 Unit members returning from unpaid leave of absence which included the enrollment period will be permitted to contribute to the Bank within 30 calendar days of returning to work

Enrollment forms for the Catastrophic Leave Bank shall be available to all new unit members and those unit members returning from leave.

11.15.2.7 The minimum annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave.

11.15.2.7.1 If the number of days in the Bank falls below thirty (30) days, the Joint Committee will open an additional period of 10 days during which current Catastrophic Leave Bank members may contribute on a voluntary basis one additional day.

Those unit members wishing to join the Bank for the first time may also contribute at this time.

Failure to contribute during this additional request period from the Joint Committee will not cause a Catastrophic Leave Bank member to cease participation in the Bank.

If the Bank does not have sufficient days to meet a withdrawal request, the Joint Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank, if any, shall be returned to the then current (that fiscal year) donors in a proportionate manner. Any such redistribution shall be in not less than half-day units and each donor's rebate shall be limited to his/her total donations to the bank

11.15.2.7.2 If the number of days in the Bank at the end of the school year (June 30) exceeds four hundred (400) days, no contributions shall be required of continuing Catastrophic Leave Bank participants for the next school year.

Unit members joining the Catastrophic Leave Bank for the first time or those returning from leave shall be required to contribute one day to the Bank to participate in the Bank.

11.15.3 Procedures for Withdrawal of Days from the Bank

11.15.3.1 Catastrophic Leave Bank participants whose sick leave or industrial accident/illness leave and sick leave is exhausted may request withdrawal from the Bank for catastrophic illness or injury.

There will be a ten (10) day waiting period. This waiting period must be covered by the last days of sick leave, the unit members differential leave, leave without pay or a combination of the leaves.

11.15.3.2 Unit members may submit requests for extensions of withdrawals as their prior grants expire. Extension for a continuous illness or injury shall have no additional waiting period. If the request is for an extension, an updated physician's statement of the illness or injury must be presented to the Joint Committee.

11.15.3.3 Catastrophic Leave Bank members, who have exhausted all accumulated sick leave, but still have differential leave available are eligible to request a withdrawal from the Catastrophic Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged not more than one-half (1/2) day.

The receipt of a donated sick leave credit as defined herein, when combined with other district income, shall not provide the recipient with a greater monthly district income than he/she received immediately prior to the receipt of the catastrophic sick leave.

11.15.3.4 If a reoccurrence or a second illness or injury incapacitates a member or a member of the unit member's family within the same school year, it shall be deemed catastrophic after five (5) consecutive days. *(Thus, a unit member who used the Bank, after exhaustion of sick leave, for 20 days to care for the member's spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after five (5) consecutive days off work).*

- 11.15.3.5 Any days approved by the Joint Committee that are unused by the unit member shall be returned to the Bank upon the unit member's return to work after the illness or injury.
- 11.15.3.6 If a unit member is incapacitated, applications may be submitted to the Joint Committee by the unit member's representative as designated on the Catastrophic Leave Bank enrollment form.
- 11.15.3.7 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum of twelve (12) consecutive months.
- 11.15.3.8 Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Joint Committee shall keep information regarding the nature of the illness confidential. The Joint Committee may require a medical review by a physician of the Committee's choice at the District's expense. Refusal to submit to the medical review will nullify the unit member's application. A unit member's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.

11.15.4 Other Provisions

- 11.15.4.1 All decisions of the Catastrophic Leave Bank Joint Committee are final and shall not be subject to appeal, or subject to the grievance provisions of the Agreement.
- 11.15.4.2 Participation in the Catastrophic Leave Bank is completely voluntary on the part of both donors and applicants. In order to participate in the Catastrophic Leave Bank, the unit member must waive any and all claims against the District and/or the Association arising from the administration of the Catastrophic Leave Program by signing a waiver and release which reads as follows:

As a requirement of, and as consideration for my participation the Catastrophic Leave Bank created

by Article 11 (Leaves) in the Agreement between the parties, I _____, hereby waive and release any and all claims I may now have, or may have in the future, known or unknown, against the Garvey School District and/or the Garvey Education Association in connection with the administration of the Catastrophic Leave Bank Program.

11.15.4.3 Participant's donating sick leave days to the Bank should be aware that their donation may impact their STRS years of service upon retirement by the number of the days donated to the Program.

11.15.4.4 All proceedings and materials related to the Catastrophic Leave Bank shall be strictly confidential. Therefore, Joint Committee members may only disclose such information as is necessary to administer this Article.