

## 1 13.13 Miscellaneous

- 2 (a) Unless otherwise provided in this Article, a unit member on paid leave of absence  
3 shall be entitled to return to the same position which the unit member held  
4 immediately before commencement of the leave. If such position has been eliminated  
5 or if such position has been filled by another regular unit member whose position has  
6 been eliminated, a unit member returning from leave shall be reinstated in the same  
7 job classification as defined in Article 2 and the District shall make every good faith  
8 attempt to place the unit member in the same grade level as defined in Article 14.1.
- 9 (b) Unless otherwise provided in this Article, a unit member on paid leave of absence  
10 shall be entitled to receive credit for annual salary increments provided during said  
11 leave; and receive during said leave all other unit member fringe benefits, to the  
12 extent not expressly prohibited by law.
- 13 (c) The fringe benefit program of a unit member on an unpaid leave of absence shall be  
14 maintained at the unit member's option and expense.

## 15 13.14 Misuse of Leave

16 A unit member may take a leave of absence only under the provisions specified in this  
17 section. Should a unit member be absent for reasons other than those specified, without  
18 permission of the unit member's immediate supervisor, such unit member shall not be  
19 paid for the period of absence. Leaves of absence shall not be used for strikes, walkouts,  
20 or other conditions related to employment dissatisfaction.

## 21 13.15 Disability Leave

22 A member of the unit who has applied for disability allowance under STRS shall be  
23 granted an unpaid leave of absence of up to twelve (12) months. If the application has  
24 not been acted upon, and following proof of processing, if necessary, the additional  
25 twelve (12) months of unpaid leave of absence may be granted. Any unit member who  
26 has been granted disability leave shall be carried as a District employee for a period up to  
27 thirty-nine (39) months.

## 28 13.16 Catastrophic Leave Bank

- 29 (a) Definition
- 30 Bargaining unit members who suffer a catastrophic injury/illness that is expected to  
31 incapacitate the unit member for an extended period of time (in excess of thirty (30)  
32 days).
- 33 (b) Eligibility
- 34 (1) All permanent unit members on active duty with the District are eligible to  
35 contribute to the Catastrophic Leave Bank.

- 1 (2) Participation is voluntary, but requires contribution to the bank. Only contributors  
2 will be permitted to withdraw from the Bank.
- 3 (3) The contribution, on the appropriate form, will be authorized by the unit member  
4 and continued from year-to-year until cancelled by the unit member.
- 5 (4) Cancellation of membership in the Bank occurs automatically whenever a unit  
6 member with more than ten (10) days of remaining sick leave fails to make  
7 his/her assessment contribution as per the above paragraph. The unit member  
8 shall not be eligible to draw from the Bank as of the effective date of cancellation.  
9 Sick leave previously authorized for contribution to the Bank shall not be returned  
10 if the unit member effects cancellation.
- 11 (5) Leave from the Bank may not be used for illness or disability which qualifies the  
12 unit member for Workers' Compensation leave, and his/her own paid leave.
- 13 (6) When the unit member may reasonably be presumed to be eligible for disability  
14 retirement under STRS or if applicable, Social Security, he/she may be requested  
15 to apply for such retirement. Failure of the unit member to submit a complete  
16 application, including medical information provided by the applicant's own  
17 physician, within twenty (20) workdays will disqualify the unit member from  
18 further Sick Leave Bank payments.
- 19 (7) Unit members joining the Catastrophic Sick Leave Bank during open enrollment  
20 shall become members of the Bank on the first day of their paid service the  
21 following school year. Two of their initial ten (10) days of personal sick leave  
22 shall be donated to the Catastrophic Sick Leave Bank on the first day of their  
23 Catastrophic Sick Leave Bank membership.
- 24 (8) Pending active membership in the Catastrophic Sick Leave Bank, enrollees who  
25 have submitted their application may contribute or receive designated  
26 contributions. No withdrawals from the bank may be made prior to becoming a  
27 full member of the bank per the criteria in Article 13.16 b(g).
- 28 (9) The District will transfer the balance of days from the administrator bank to the  
29 CNTA bank for those who served as an administrator and subsequently became a  
30 member of the CNTA.

31 (c) Establishment of the Bank

- 32 (1) Any eligible unit member may donate to the Catastrophic Leve Bank from their  
33 first two (2) days of yearly accruable personal sick leave. Membership begins  
34 July 1.

1 (2) The donation of sick leave by the unit member shall be irrevocable. The unit  
 2 member shall file a “Certified Sick Leave Bank Deposit Form” with the payroll  
 3 office. A donation to the sick leave bank shall be a general donation from prior  
 4 years’ accumulations, and shall not be considered a donation to a specific unit  
 5 member for his/her exclusive use.

6 (3) The use of this Catastrophic Sick Leave Bank shall only be available to those  
 7 eligible bargaining unit members who have made a donation of one sick leave day  
 8 to join the Bank and one day as an annual contribution to the Bank prior to their  
 9 request and have continued participation under 13.16(b).

10 (4) An additional day of contribution will be required of all participants if the number  
 11 of days in the Bank falls below 25% of the number of bargaining unit members.  
 12 Catastrophic Leave Bank unit member participants who are drawing from the  
 13 Bank at the time of the assessment will not be required to contribute to remain  
 14 eligible to draw from the bank. If a Catastrophic Leave Bank unit member  
 15 participant has ten (10) or fewer days sick leave at the time of the assessment,  
 16 he/she need not contribute the additional day at this time to remain a participant in  
 17 the Catastrophic Leave Bank, however, the unit member will be assessed the  
 18 additional day at the commencement of the next work year.

19 (5) Bargaining unit members may join the Catastrophic Sick Leave Bank by  
 20 submitting their application by May 31<sup>st</sup> annually and contributing the first two  
 21 (2) days of their accruable annual personal sick leave from the next school year.

22 (d) Designated Contributions

23 (1) Members of the Catastrophic Leave Bank may contribute as many of their  
 24 accrued personal sick leave days, beyond a base of ten (10) personal sick days, as  
 25 they wish in increments of ten (10) days, or less, to designated individuals.

26 a. Donations are voluntary;

27 b. Donating unit members shall be able to do so after the receiving unit member  
 28 has exhausted his/her own personal sick days; and,

29 c. Any other mutually agreed upon condition.

30 The Association and District mutually agree to further discussions related to  
 31 paragraph 13.16(d) upon request by either party.

1 (e) Withdrawal from the Bank

- 2 (1) A unit member wishing to use this sick leave bank shall submit a “Certified Sick  
3 Leave Bank Request For Withdrawal Form.” This form shall be submitted to the  
4 Corona-Norco Teachers Association office. The request shall clearly state the  
5 details of the catastrophe and the amount of sick leave requested. Appropriate  
6 written verification of the catastrophic illness or injury must be included with the  
7 request. The unit member should be prepared to provide additional  
8 documentation on the nature and severity of the illness or injury, if requested. A  
9 Sick Leave Bank Committee shall consider the request of the unit member.
- 10 (2) The unit member to receive donated sick leave must have exhausted all fully paid  
11 leave and be in a true catastrophic condition.
- 12 (3) A unit member who has exhausted sick leave but still has differential leave  
13 available is eligible for withdrawal from the bank. Use of the Sick Leave Bank  
14 benefit is allowable only as a supplement to such differential leave. The District  
15 shall pay the unit member full pay and the bank shall be charged on a pro-rata  
16 basis.
- 17 (4) The maximum number of duty days allowed to be utilized by one unit member for  
18 a single catastrophic injury/illness shall not exceed eighty (80) work days. A unit  
19 member may request a specific number of days on a “Certified Sick Leave Bank  
20 Request For Withdrawal Form” obtainable at the Corona-Norco Teachers  
21 Association office.
- 22 (5) Catastrophic Leave Bank Members may request up to eighty (80) days total  
23 undesigned withdrawal from the bank in increments of twenty (20) days or less.  
24 Recipients will pay back one day per year until allotted days are repaid.
- 25 (6) Any days approved that are unused by the unit member shall be returned to the  
26 Catastrophic Sick Leave Bank.
- 27 (7) If a unit member uses a day from the Sick Leave Bank, pay for that day shall be  
28 the same rate the unit member would have received had the unit member worked  
29 that day. No distinction shall be made as to the differing pay rates of the donors  
30 or recipients.
- 31 (8) If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal  
32 request, the Committee is under no obligation to provide days and the District is  
33 under no obligation to pay the participant any funds whatsoever. If the  
34 Committee denies a request for withdrawal, or an extension of withdrawal,  
35 because of insufficient days to fund the request, they shall notify the participant,  
36 in writing, of the reason for the denial.

1 (f) Administration of the Bank

- 2 (1) The Catastrophic Leave Bank Committee shall have the responsibility of  
 3 maintaining the informal records of the Catastrophic Leave Bank, receiving  
 4 withdrawal requests, verifying the validity of requests, approving or denying the  
 5 request, and communicating its decisions, in writing, to the participants and to the  
 6 District. Formal records are maintained by the District's Business Office. Such  
 7 formal records include the deduction of sick days and pay to eligible parties.  
 8 During November of each year, the payroll office shall provide the Association a  
 9 statement outlining the number of days available in the bank as of November 1 of  
 10 that year and the number of days used in the previous fiscal year.
- 11 (2) The Committee's authority shall be limited to the administration of the bank. The  
 12 Committee shall approve all properly submitted requests complying with the  
 13 terms of this article. Withdrawals may not be denied on the basis of type of  
 14 illness or disability.
- 15 (3) Catastrophic Leave Bank shall be administered by a four (4) member Catastrophic  
 16 Leave Bank Committee, two (2) members appointed by the President of the  
 17 Association and two (2) members appointed by the Deputy Superintendent,  
 18 Human Resources.
- 19 (4) The Committee may grant, reject, or partially grant a request. Any rejection of a  
 20 request may be appealed to the President of the Association, or designee, and the  
 21 District Superintendent, or designee, for final action and decision. The timelines  
 22 for filing an appeal shall be twenty (20) workdays following receipt of the  
 23 decision of the committee.
- 24 (5) Applications shall be reviewed and decisions of the Committee reported to the  
 25 applicant, in writing, within ten (10) workdays of the receipt of the application.
- 26 (6) The Committee shall keep all records confidential and shall not disclose the  
 27 nature of the illness, except as necessary to process the request for withdrawal,  
 28 and defend against any appeals of denials.

29 (g) Appeal

30 Catastrophic Leave Bank participants who are denied a withdrawal or whose  
 31 withdrawal is not renewed or terminated may, within twenty (20) workdays of denial,  
 32 appeal, in writing, to the President of the Association, or his/her designee, and the  
 33 District Superintendent, or his/her designee. These parties shall hold a hearing within  
 34 twenty (20) workdays of the appeal. The parties shall issue a confidential written  
 35 decision within ten (10) workdays following the hearing. If the participant's  
 36 incapacitation does not allow participation in this appeal process, the participant's  
 37 agent or a member of the family may process the appeal.

1 (h) Hold Harmless

2 (1) The Association agrees that it will not file, on its own behalf, or on the behalf of  
3 any unit member, any grievance, claim, or lawsuit of any kind related to any  
4 attempt by a unit member to retrieve donated sick leave used by another unit  
5 member pursuant to this provision. The Association also agrees that it will not  
6 file, on its own behalf or on behalf of any unit member, any grievance, claim, or  
7 lawsuit of any kind which attempts to challenge in any way the legal enforcement  
8 of this provision.

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

11 (i) Review Process and Termination of Bank

12 (1) At the end of two years, the parties will meet to review the experience history of  
13 the Catastrophic Leave Bank and determine the feasibility of continuing the  
14 program. If it is determined to discontinue the program, all remaining sick leave  
15 days in the Bank will be distributed equitably to the then current members of the  
16 Bank.

17 (2) If the Sick Leave Bank is terminated for any reason, the days remaining in the  
18 Bank shall be equitably distributed to the then current members of the Bank.

19 13.17 Family Care and Medical Leave Act

20 The District shall comply with the requirements of both the Family Care and Medical  
21 Leave Act (FCML) and state law. The interpretation and implementation of the FCML  
22 shall not diminish any contract benefits contained herein. The FCML shall supplement  
23 contract benefits.