

1 13.14 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 13.15 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 13.16 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 13.17 CNTA Catastrophic Leave Bank

- 29 (a) Creation
- 30 (1) The Association and the District agree that the CNTA Catastrophic Leave Bank
31 (Bank) was created effective November 15, 1994.
- 32 (2) For the purposes of this section, a "day" shall be any day a unit member is
33 expected to be on duty as determined by the terms of this Collective Bargaining
34 Agreement.
- 35 (3) Days in the Bank shall accumulate from year to year.

1 (4) Days shall be contributed to the Bank and withdrawn from the Bank without
2 regard to the daily rate of pay of the Bank participant.

3 (5) The Bank shall be administered by the CNTA Catastrophic Leave Bank Joint
4 Committee (Committee) comprised of two (2) members appointed by the
5 President of the Association and two (2) members appointed by the Assistant
6 Superintendent of Human Resources.

7 (6) The Bank shall be funded in accordance with the terms below.

8 (b) Eligibility and Contributions

9 (1) Participation is voluntary but requires contribution to the Bank. Only contributors
10 shall be permitted to withdraw from the Bank.

11 (2) All unit members on active duty with the District are eligible to contribute to the
12 Bank.

13 (3) Unit members may join the Bank by submitting their application on or before
14 May 31st annually and contributing the first two (2) days of their accruable annual
15 personal sick leave from the next school year. Membership begins July 1.

16 (4) Contributions shall be processed on the July 1 annual accrual date. Contributions
17 shall be irrevocable. Contributions shall be general donations and shall not be
18 considered a donation to a specific unit member for their exclusive use.

19 (5) An assessment of the number of days in the Bank as of April 30th of each year
20 shall be provided to the Committee by May 15th. If the Bank falls below 25% of
21 the number of Bank participants in the current year, then the Committee shall
22 have an additional day from each participant contributed from the new leave
23 allocation for the following year.

24 (6) Contributions shall be authorized by the unit member on the CNTA Catastrophic
25 Leave Bank Application Form. Such authorization shall be continued from year
26 to year until canceled by the unit member.

27 (7) Cancellation occurs automatically whenever a unit member fails to make a
28 required contribution. Cancellation, on the CNTA Catastrophic Leave Bank form,
29 may take effect at any time and the unit member shall not be eligible to draw from
30 the Bank as of the effective date of the cancellation. Sick leave previously
31 authorized for contribution to the bank shall not be returned if the unit member
32 cancels participation.

33 (8) The District shall transfer the balance of days from the administrator bank to the
34 CNTA Catastrophic Leave Bank for those who served as an administrator and
35 subsequently became a member of CNTA.

1 (c) Withdrawal from the Bank

- 2 (1) Catastrophic illness or injury shall be defined as any illness or injury that is
3 expected to incapacitate the unit member for a continuous extended period of time
4 in excess of thirty (30) days.
- 5 (2) Participants in a true catastrophic condition who have exhausted their sick leave,
6 but still have differential leave available, are eligible for withdrawal from the
7 Bank. Use of the Bank is allowable only as a supplement to differential leave.
8 The District shall pay the unit member full pay and the Bank shall be charged
9 one-half (1/2) day.
- 10 (3) If a unit member is incapacitated, applications may be submitted to the
11 Committee by the participant's designated agent or member of the unit member's
12 family.
- 13 (4) Participants applying for withdrawals from the Bank shall be required to submit
14 written verification at least ten (10) days prior to withdrawal. Written verification
15 shall include a CNTA Medical Evaluation Form, a CNTA Request for Withdrawal
16 Form, any additional requests necessary to properly process the leave, and an
17 official doctor's note. The doctor's note must indicate the nature of the illness or
18 injury, the probable length of the absence from work, and a statement that the
19 illness/injury is catastrophic per the definition provided.
- 20 (5) Withdrawals from the Bank shall be granted in units of no more than 30
21 days. Withdrawals shall become effective immediately upon the exhaustion of
22 sick leave and may be retroactive, if applicable.
- 23 (6) Bank members may request up to 100 days total undesignated withdrawal from
24 the bank. Participant's total withdrawal from the bank may not exceed the
25 maximum number of differential days allowable under state and federal law.
26 Recipients will pay back one day per year on July 1 until allotted days are repaid.
27 If recipient leaves District employment, any allotted days not yet paid back will
28 be absorbed by the Bank.
- 29 (7) The Committee shall not deny any valid application request.
- 30 (8) Members of the Committee shall keep information regarding the nature of the
31 illness confidential.
- 32 (9) Leave from the Bank may not be used for illness or disability which qualifies the
33 participant for Workers' Compensation leave.
- 34 (10) If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal
35 request, the Committee is under no obligation to provide days and the District is
36 under no obligation to pay the participant any funds whatsoever. If the
37 Committee denies a request for withdrawal, or an extension of withdrawal,

1 because of insufficient days to fund the request, they shall notify the unit member,
2 in writing, of the reason for the denial.

- 3 (11) Bank participants who are denied a withdrawal or whose withdrawal is not
4 renewed or terminated may, within twenty (20) days of denial, appeal, in writing,
5 to the President of the Association, or their designee, and the District
6 Superintendent, or their designee. These parties shall hold a hearing within
7 twenty (20) days of the appeal. The parties shall issue a confidential written
8 decision within ten (10) days following the hearing. If the participant's
9 incapacitation does not allow participation in this appeal process, the participant's
10 designated agent or a member of the family may act on their behalf.

11 (d) Administration of the Bank

- 12 (1) CNTA shall have the responsibility of maintaining the informal records of the
13 Bank, receiving enrollment forms, withdrawal requests, cancelation forms, and
14 verifying the validity of requests.
- 15 (2) The Committee shall have the responsibility of approving or denying the requests
16 and communicating its decisions, in writing, to the participants, the Association,
17 and the District.
- 18 (3) Formal records are maintained by the District. The District shall make every
19 effort to provide the Association with the following formal records by August 31st.
20 The District shall provide the formal records to the Association no later than
21 September 30th, unless a later date is mutually agreed upon. Such records shall
22 include:
- 23 a. Deduction of sick days from the previous year.
- 24 b. The number of Bank days used by Bank members.
- 25 c. The total number of accumulated days in the Bank on June 30th of the
26 previous school year.
- 27 d. The number of days contributed by participants for the current year.
- 28 e. The names and employee number of participants with their individual
29 contributions.
- 30 f. The total number of days available in the Bank as of July 1st.
- 31 g. The names and employee number of any additional unit members who have
32 joined.
- 33 h. The names and employee number of any unit members who have canceled
34 participation.

- 1 (4) The Committee's authority shall be limited to administration of the Bank. The
2 Committee shall approve all valid requests complying with the terms of this
3 Article. Optional medical procedures, or non-emergency procedures that can be
4 scheduled during breaks shall not constitute a true catastrophic condition, though
5 complications arising from such procedures may become catastrophic. Requests
6 for the following shall be invalid: elective surgery, bariatric/weight loss surgery,
7 sprains/strains (wrist, hand, knee, ankle, back), pregnancy, tubal
8 ligation/vasectomy, cosmetic surgery, knee and hip replacement, shoulder/rotator
9 cuff tear surgery, carpal tunnel/hand/finger surgery, ankle and foot surgery,
10 stress/depression related illness.
- 11 (5) Applications shall be reviewed and decisions of the Committee reported to the
12 applicant, in writing, within ten (10) days of receipt of the application.
- 13 (6) The Committee shall keep all records confidential and shall not disclose the
14 nature of the illness except as is necessary to process the request for withdrawal
15 and defend against any appeals of denials.
- 16 (7) If the Bank is terminated for any reason, the days remaining in the Bank shall be
17 returned to current members of the Bank equally.