



Agreement Reached on Section 10.22 - Leaves: Catastrophic Leave Bank Membership Electronic Vote to Ratify: January 21- 25, 2016

The SDEA contract Article 10: Leaves, Section 10.22 details the purpose and procedure of the Catastrophic Leave Bank. The intent of the Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by members suffering from a catastrophic illness or injury.

The Bank is in a negative balance because there have been more withdrawals than donations of leave time. There is no contractual obligation for the District to grant leave once donations have been exhausted from the bank per Section 10.22.7, which states ***“Days form the bank shall be authorized on a first-come, first-served basis. In the event the Bank is depleted, no further application to use paid catastrophic sick leave will be granted.”*** Currently, the bank is non-operational and participants seeking to make a withdrawal of time have no access to this leave.

SDEA recognizes the Catastrophic Leave Bank has been an important safety for many of our members who experience a serious illness or injury, but it also provides a sense of well-being for members to know that it is there if ever needed. SDEA, along with the other employee group participants, placed a demand to bargain as per Section 10.22.6: ***“This program shall be reviewed annually, and the parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education.”***

With a goal to revitalize the Catastrophic Bank and implement a sustainable program, the parties reached and signed an agreement on January 8, 2016, which includes the following changes:

An Initial Donation Period: Any unit member who wishes to continue membership or become a new member of the Catastrophic Leave Bank shall donate a minimum of one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the three (3) year cycle, which shall commence in February 2016 and end on December 31, 2018.

Three (3) Year Cycle: Following the initial donation period, additional donations shall be made on a three (3) year cycle (January 1, 2019; January 1, 2022, etc.). The unit member’s donation shall be automatically renewed every three (3) years in order to maintain membership in the bank. The Participant may opt out of the automatic renewal during the District’s benefits open enrollment period prior to the automatic renewal. Withdraw from the program will be effective on January 1 of the new cycle.

Withdrawal of Leave from the Bank: The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank either during the initial donation period or during any subsequent donation period. In order to be eligible, a member must have made the donation during the current three (3) year cycle in which the withdrawal is being requested.

First time new participants must be a member of the bank for at least ninety (90) days prior to being approved to withdraw days from the bank. Unit members who are current members of the bank and who choose to make a donation in February 2016 during the Initial Donation Period will have the ninety (90) day waiting period waived.

**Memorandum of Understanding
between
San Diego Unified School District
and
San Diego Education Association**

Catastrophic Leave Bank

January 8, 2016

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”) enter into the following memorandum of understanding regarding the Catastrophic Leave Bank.

The following language shall replace existing language in the SDEA Collective Bargaining Agreement as of the date of ratification by SDEA and by the District Board of Education.

Section 10.22: CATASTROPHIC LEAVE BANK

- 10.22.1. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.
- 10.22.2. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from performing his/her duties.

10.22.3. Membership in the Catastrophic Leave Bank.

10.22.3.1. Initial Donation Period. Any existing unit member who wishes to participate or continue membership in the Catastrophic Leave Bank shall donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the month of February 2016. After the Initial Donation Period, the first three (3)-year donation cycle shall commence in February 2016 and end on December 31, 2018. Existing or new unit members may donate to the Bank at any time during the cycle.

Three Year Cycle. Following the Initial Donation Period and first donation cycle, additional donations shall be made on a three (3) year cycle (January 1, 2019; January 1, 2022, etc.). The unit member’s donation shall be automatically renewed every three (3) years in order to maintain membership in the bank. The participant may opt out of the automatic renewal during the District’s Health and Welfare Benefits Open Enrollment period prior to the automatic renewal. Withdrawal from the program will be effective on January 1 of the new cycle.

Additional Donations. Following the initial donation period, additional donations may be requested when the balance in the bank drops below two-

hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.

10.22.3.2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.

10.22.3.3. The unit member acknowledges that the donation is irrevocable.

10.22.3.4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.

10.22.4. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:

10.22.4.1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.

10.22.4.2. The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank either during the initial donation period or during any subsequent donation period. In order to be eligible, a member must have made the donation during the current three (3)-year cycle in which withdrawal is being requested.

10.22.4.3. New participants must be a member of the Bank for at least ninety (90) days prior to being approved to withdraw days from the Bank. Exception: Participants who are current members of the bank and who choose to make a donation in February 2016 during the Initial Donation Period will have the ninety (90)-day waiting period waived.

10.22.4.4. The unit member must submit a written application to withdraw days from the Bank to the chief human resources officer or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The chief human resources officer or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.

10.22.4.5. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

10.22.5. General Provisions

10.22.5.1. Withdrawal of Days from the Catastrophic Leave Bank

- a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
- b. Applications will be accepted and processed on a first-come, first-served basis.
- c. Unit members may receive only one credit of forty (40) days in any school year. Any unit member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent school year until all other pending applications have been processed.

10.22.5.2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.

10.22.5.3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.

10.22.5.4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The CAC's decision shall be final and binding.

10.22.5.5. Days from the Bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.

10.22.5.6. The parties will review the program annually, in July, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education. If, during the annual review, it is determined that the bank has maintained a balance sufficient to sustain withdrawals, the parties may mutually agree to extend the three (3)-year donation cycle and not require an additional donation in the year in which it is due.

10.22.5.7. The provisions of Sections 10.22.4.4. and 10.22.5.5. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.

FOR THE DISTRICT:

Tim Asfzadour 1-11-16
Date

Tim Asfzadour
Chief Human Resource Officer
San Diego Unified School District

Kari Sullivan 1-11-16
Date

Kari Sullivan
Deputy General Counsel
San Diego Unified School District

FOR SDEA:

Lindsay Burningham 1/8/16
Date

Lindsay Burningham
President
San Diego Education Association

Tim Hill 1/8/16
Date

Tim Hill
Executive Director
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