

1 district for at least one (1) calendar year, and who terminates such employment for the  
2 sole purpose of accepting a position in another district and who subsequently accepts  
3 within thirty (30) days of termination may, if agreed by the employing district, transfer all  
4 or any part of the accumulated sick leave and other benefits to which he/she may be  
5 entitled.

6 No Governing Board shall adopt any policy or rule, written or unwritten, which  
7 requires classified employees transferring to the District to waive any part or all benefits  
8 which they may be entitled to have transferred.

#### 9 UTILIZATION OF SICK LEAVE DURING PERIODS OF VACATION

10 Personal illness or injury occurring during a scheduled vacation may be charged  
11 to sick leave provided medical substantiation of illness is furnished by the Classified  
12 Bargaining Unit member. An absence due to personal illness or injury that occurs prior  
13 to and extends into a scheduled vacation may be charged to sick leave.

#### 14 CATASTROPHIC LEAVE BANK

15 The Fontana Unified School District and the USW shall establish a Catastrophic  
16 Leave Bank (CLB) which will be in compliance with Education Code § 44043.5.

17 1. Classified Bargaining Unit members who suffer a catastrophic  
18 injury/illness that is expected to incapacitate the member for an extended period of time  
19 [in excess of ten (10) days] shall become eligible to use this CLB subject to the  
20 restrictions and conditions outlined below:

21 1.1 The Classified Bargaining Unit member to receive donated sick leave  
22 must have exhausted all fully paid (vacation and sick) leave and be in a catastrophic  
23 condition which renders work impracticable.

24 1.2 A Classified Bargaining Unit member who has exhausted all paid leave

1 but still has extended sick leave (100 day half-pay bank) available is eligible for  
2 withdrawal from the CLB. Use of the CLB benefit is allowable only as a supplement to  
3 such extended sick leave (100 day half-pay bank). The District shall pay the unit  
4 member full pay and the CLB shall be charged one-half (1/2) day.

5 1.3 The Classified Bargaining Unit member must be a permanent, not  
6 probationary, employee.

7 2. The use of this CLB shall only be available to those eligible Classified  
8 Bargaining Unit members who have made a donation of at least five (5) days to the  
9 CLB prior to their request, and have continued participation under Section 5. Upon the  
10 initial donation of the five (5) days to the CLB, those eligible Classified Bargaining Unit  
11 members who had made such a donation shall be eligible to draw from the CLB.

12 3. The donation of sick leave by the Classified Bargaining Unit member shall  
13 be irrevocable. The Classified Bargaining Unit member shall file a "Classified Sick  
14 Leave Bank Deposit Form" with the Payroll Office. A donation to the CLB shall be a  
15 general donation from current accumulations, and shall not be considered a donation to  
16 a specific Classified Bargaining Unit member for their exclusive use.

17 4. There is no limit to the number of sick leave days a Classified Bargaining  
18 Unit member may donate to the CLB, provided sick leave days available from the  
19 current accumulations in the Classified Bargaining Unit member's account does not fall  
20 below five (5) days.

21 5. An additional day of contribution will be required of all participants if the  
22 number of days in the CLB falls below three hundred (300) days. Classified Bargaining  
23 Unit members who are currently drawing from the CLB at the time of the assessment  
24 will not be required to contribute to remain eligible to draw from the CLB. If a participant

1 has ten (10) or less days of remaining sick leave at the time of the assessment, they  
2 need not contribute the additional day to remain a participant in the CLB.

3 6. Leave from the CLB may not be used for illness or disability that qualifies  
4 the Classified Bargaining Unit member for Workers' Compensation benefits unless  
5 he/she has exhausted all Workers' Compensation leave and his/her own paid leave.

6 7. When the Classified Bargaining Unit member may reasonably be  
7 presumed to be eligible for disability retirement under PERS/STRS or, if applicable,  
8 Social Security, he/she may be requested to apply for such retirement. Failure of the  
9 Classified Bargaining Unit member to submit a complete application, including medical  
10 information provided by the applicant's physician within twenty (20) work days, will  
11 disqualify the Classified Bargaining Unit member from further CLB payments.

12 8. Following initial enrollment, Classified Bargaining Unit members may join  
13 the CLB during the annual open enrollment period and the District will provide an  
14 additional enrollment period approximately six (6) months from the annual open  
15 enrollment period to facilitate enrollment in the CLB.

16 9. Cancellation of membership in the CLB occurs automatically whenever a  
17 Classified Bargaining Unit member fails to make his/her assessment contribution under  
18 Section 5. The Classified Bargaining Unit member shall not be eligible to draw from the  
19 CLB as of the effective date of cancellation. Sick leave previously authorized for  
20 contribution to the CLB shall not be returned if the Classified Bargaining Unit member  
21 effects cancellation.

22 10. A Classified Bargaining Unit member wishing to use this CLB shall submit  
23 a "Classified Sick Leave Bank Request for Withdrawal Form." This form shall be  
24 submitted to the USW Local 8599 office. The request shall clearly state the details of

1 the catastrophe and the amount of sick leave requested. Appropriate written  
2 verification of the catastrophic illness or injury must be included with the request. The  
3 Classified Bargaining Unit member should be prepared to provide additional  
4 documentation on the nature and severity of the illness or injury, if requested. A CLB  
5 Committee shall consider the request of the Classified Bargaining Unit member.

6 The Committee shall consist of three (3) voting members selected by the USW.  
7 The Committee may grant, reject, or partially grant a request. Any rejection of a  
8 request may be appealed to the USW Executive Board for final action and decision.  
9 The time lines for filing an appeal shall be twenty (20) working days following receipt of  
10 the decision of the Committee.

11 11. The maximum number of duty days allowed to be utilized by one (1)  
12 Classified Bargaining Unit member for a single catastrophic injury/illness shall not  
13 exceed fifty (50) full days, to be used to supplement the differential leave, not to exceed  
14 one hundred (100) days. A Classified Bargaining Unit member may request a specific  
15 number of days on a "Classified Sick Leave Bank Request for Withdrawal Form"  
16 obtainable at the USW Local 8599 office.

17 12. Any days approved above that are unused by the Classified Bargaining  
18 Unit member shall be returned to the CLB.

19 13. If a Classified Bargaining Unit member uses a day from the CLB, pay for  
20 that day shall be the same rate the Classified Bargaining Unit member would have  
21 received had the Classified Bargaining Unit member worked that day. No distinction  
22 shall be made as to the differing pay rates of the donors or recipients.

23 14. During September of each year, the Payroll Office shall provide the USW  
24 a statement outlining the number of days available in the CLB as of September 1 of that

1 year and the number of days used in the previous fiscal year.

2 HOLD HARMLESS

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

10           If the CLB is terminated for any reason, the days remaining in the CLB shall be  
11 equitably distributed to the then-current members of the CLB.

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