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APPENDIX E

Sick Leave Donation Program

5 The District and the Teachers Association of Long Beach agree to the implementation of the
6 following Sick Leave Donation Program. This program shall be available to all members of the
7 bargaining unit. The District and the Association further agree to review and evaluate the
8 effectiveness of this plan after a full year has elapsed following the ratification of this contract by
9 both the Association and the Board of Education. The purpose of the Sick Leave Donation Program
10 is to provide assistance to bargaining unit members suffering from a catastrophic physical illness or
11 injury. The Sick Leave Donation Program provides employees with an opportunity to be restored to
12 health so they can return to work.

13
14 **Definitions**

15 As used herein the following definitions are agreed to in reference to the Sick Leave Donation
16 Program.

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18 Work Day: A work day, for the purposes of this Article, is a day when designated parties to
19 the approval process are at work for all or part of the day.

20
21 Donation Day: A donation day is defined as eight (8) hours for all employees.

22
23 Pay: Pay is defined as the employee's regular daily rate excluding compensation for
24 additional hourly assignments.

25
26 Sick Leave: Sick leave available for donation is defined as the employee's accrued monthly
27 sick leave pursuant to Article VII of the Agreement. Accrued hourly sick leave is excluded
28 from any donations to the program.

29
30 Extended Sick Leave: These are additional days of sick leave which have been donated by
31 other District employees, both bargaining unit members and employees who are not
32 members of the bargaining unit, from their own accrued monthly sick leave balances. These
33 days of additional leave may be used to extend the recipient's sick leave and this leave may
34 be taken on either consecutive or non-consecutive dates. The extended absence of the
35 recipient must be due to the same illness or injury, conforming to the requirements for use of
36 statutory sick leave. Illness or injury which qualifies as Workers' Compensation Leave is
37 excluded from this program.

38
39 Catastrophic Illness or Injury: Catastrophic illness or injury is defined as an illness or injury
40 that has been concisely identified as such by the treating physician; the medical prognosis is
41 the employee will be incapacitated for an extended period of time; and the employee's
42 absence exceeds the individual's accrued paid leave.

1 **Eligibility Requirements for Leave Recipients:**

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- 3 1. A bargaining unit member is eligible for extended sick leave if
- 4
- 5 a. he/she has exhausted all of his/her accrued paid leave, which includes but is not
- 6 limited to sick leave;
- 7
- 8 b. he/she is suffering from a catastrophic illness or injury that is expected to incapacitate
- 9 him/her for an extended period of time;
- 10
- 11 c. the incapacity suffered by the employee requires him/her to take time off from work
- 12 beyond the number of days covered by the employee's accrued paid leave, and a
- 13 financial hardship would result for the bargaining unit member.
- 14
- 15 2. The maximum number of days which a recipient may receive for the same illness shall be no
- 16 more than the total number of duty days in the employee's work year.
- 17
- 18 3. Sick leave accrued by the recipient during the time he/she is on extended sick leave shall be
- 19 credited against the employee's days of absence. These days are in addition to the maximum
- 20 number of days of extended sick leave which the recipient is entitled to receive.
- 21
- 22 4. Unit members receiving remuneration under worker's compensation provisions shall not be
- 23 eligible to draw extended sick leave.
- 24
- 25 5. Employees who may be eligible for disability payments under the State Teachers Retirement
- 26 System (STRS) or the Public Employees Retirement System (PERS) shall apply for benefits
- 27 at the earliest opportunity. Upon approval for receipt of STRS or PERS disability payments,
- 28 the unit member's eligibility to continue to draw extended sick leave shall cease.
- 29

30 **Guidelines for Donor Participants:**

- 31
- 32 1. Any member of the bargaining unit who has available monthly sick leave balances may
- 33 donate to an employee who is in need of extended sick leave. The required minimum
- 34 donation shall be one day (eight hours).
- 35
- 36 2. Employees who are not members of the bargaining unit may also donate to the employee
- 37 who is in need of extended sick leave, but under the provisions of this
- 38
- 39 program, employees who are not members of the bargaining unit will not be eligible to draw
- 40 such leave.
- 41
- 42 3. If an employee wishes to contribute more than one day, he/she may donate up to a total of
- 43 five (5) days per year to a specific employee who has been authorized for extended sick
- 44 leave. Employees donating more than one (1) day must have a balance of twenty (20) days
- 45 of accrued monthly sick leave at the time of donation.
- 46

- 1 4. Donating employees must acknowledge in writing the donation is voluntary, irrevocable, and
 2 confidential and this written acknowledgement must be submitted to the Director of Payroll.
 3 Leave donated within the provisions of this program shall be deducted from the employee's
 4 accrued monthly sick leave days only.
 5

6 **Application and Approval Process for Extended Sick Leave:**
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- 8 1. In the event a bargaining unit employee suffers a catastrophic illness or injury, he/she shall
 9 notify his/her immediate supervisor or the payroll clerk at his/her work site as to the reason
 10 for his/her absence and identify said reason as a catastrophic illness or injury. A catastrophic
 11 illness or injury is defined as an imminent or potentially life-threatening illness or injury. A
 12 *Request to Participate in Sick Leave Donation Program*, shall be submitted by the affected
 13 employee to his/her principal/site administrator or his/her designee before paid sick leave is
 14 exhausted. Medical verification of the catastrophic illness or injury shall be provided by the
 15 requesting employee at the time the *Request to Participate in Sick Leave Donation Program*
 16 form is submitted.
 17

18 In the event the unit member is personally unable to request this extension of sick leave, the
 19 unit member's designee may make the request on behalf of the applicant.
 20

- 21 2. The principal/site administrator, or his/her designee, shall, within three (3) working days of
 22 receipt of the *Request to Participate in Sick Leave Donation Program* form and medical
 23 verification, review and fax and/or electronic mail both to Physician Services in the Human
 24 Resources Department for review and final approval/denial of the employee request who
 25 shall be responsible for the final decision to approve or deny the employee's request. Final
 26 approval or denial will be made and faxed to the principal/site administrator or his/her
 27 designee within three (3) working days following receipt in the office of Physician Services
 28 in the Human Resources Department.
 29

- 30 3. The principal/site administrator or his/her designee shall, within three (3) working days
 31 following notification of final approval, circulate by means of fax and/or electronic mail the
 32 *Donation of Sick Leave Hours* form to all schools and offices with a request to employees to
 33 donate sick leave days to the employee in need. The name of the employee shall be included
 34 in that request.
 35

- 36 4. In the event the principal/site administrator or his/her designee receives notification the
 37 *Request to Participate in Sick Leave Donation Program* form has been denied by the Human
 38 Resources Department, the principal/site administrator or his/her designee shall within three
 39 (3) working days notify the requesting employee or his/her designee of this decision. The
 40 employee may revise the request to add pertinent medical information and resubmit the
 41 application.
 42

- 43 5. Upon being informed of a need for a sick leave donation and having decided to make a
 44 donation, donor employees shall submit the *Donation of Sick Leave Hours* form directly to
 45 the Director of Payroll.

- 1 6. Upon receipt of the *Donation of Sick Leave Hours* forms from the donor employee, the
 2 Director of Payroll shall be responsible for processing these forms. This task shall include:
 3
- 4 a. Verifying that prospective donors have sufficient sick leave balances to allow for the
 5 donation indicated by the employee.
 6
 - 7 b. Crediting the receiving employee with donated sick leave. Donated sick leave will
 8 be provided in increments of no more than forty (40) total work days at any one time.
 9
 - 10 c. Maintaining a record of the names of donors, the number of days each employee has
 11 donated, and the dates the *Donation of Sick Leave Hours* have been received.
 12
 - 13 d. Monitoring receiving employees' extended sick leave balance to ensure that donated
 14 leave transferred does not exceed the total number of days in the receiving
 15 employees' regular work year.
 16
 - 17 e. Notifying payroll clerks and employees at those work sites/schools to which donors
 18 are assigned that donations have occurred and that donor employee sick leave
 19 balances need to be adjusted accordingly on records at the work site/school.
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 - 21 f. Notifying the payroll clerk at the work site/school to which the receiving employee
 22 is assigned that the employee has received an initial extended sick leave increment
 23 of up to forty (40) days. In the event that additional increments are provided, a similar
 24 notification shall be communicated to the payroll clerk.
 25
- 26 7. Donated sick leave days will be distributed to the recipient by the Payroll Department in
 27 increments of 40 days (320 hours) assuming that the number of days donated total forty (40)
 28 or more. If less, the final increment shall reflect the balance of those days donated.
 29
- 30 8. If the requesting recipient exhausts all paid sick leave before final approval is secured and
 31 is placed on statutory leave before the sick leave donation is approved, statutory leave
 32 charged to the employee shall be restored upon determination of approval and days
 33 previously charged to statutory leave shall be charged to the sick leave donation program.
 34
- 35 9. If the total number of days which are donated to a specific employee is not used by that
 36 employee, the balance of unused days shall be transferred to a designated sick leave
 37 depository. Depository records will be maintained by the Director of Payroll, and these
 38 records shall be available for review by TALB upon request. Days carried over will be
 39 available to recipients whose requests are approved at a later date.
 40
- 41 10. Receipt of extended sick leave benefits under this program shall delay the beginning of the
 42 period of eligibility for statutory leave. The employee will become eligible for statutory
 43 leave after all extended sick leave has been exhausted.
 44
- 45 11. The maximum number of days which may be designated for an employee's use at one time
 46 shall be forty (40). If the recipient needs additional days or if the number of days initially

1 donated is less than forty (40), the principal/site administrator shall renew the appeal for
2 additional days immediately prior to the depletion of the original donation.
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4 **Grievance Proceedings**
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- 6 1. This provision shall supersede any obligation of the District under Education Code Section
7 44043.5.
8
9 2. If any part of this provision is held to be unlawful, the entire provision shall be null and void.
10 TALB and the District shall meet as soon as possible to review and revise the provisions.
11
12 3. The provisions of this Section and the final decisions regarding approval or disapproval shall
13 be subject to the Grievance Procedure under Article XV of the Agreement.
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15 **Evaluation of the Program**
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17 This program will be reviewed and re-evaluated by the Office of Employee Relations Services and
18 the Teachers Association of Long Beach (TALB) at the conclusion of one year of implementation.
19 The parties may agree to modifications in the program. Any major revision or adoption of new
20 language shall be discussed within the context of successor salary negotiations between the District
21 and the Association.
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24 Ratified 03-15-2019
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