TA: _____ (date)
_____ _____ (initials)

ARTICLE 14: LEAVES

14.1 **BEREAVEMENT LEAVE.** Unit members shall be entitled to a paid leave of absence, not to exceed five (5) days on account of the death of any member of their immediate family. A member of the immediate family means ~~mother, or father, grandparent, grandchild of the unit member, or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member or any relative living in the immediate household of the unit member.~~;

- mother or father,
- grandparent or grandchild,
- the spouse/registered domestic partner
- son or son-in-law,
- daughter or daughter-in-law,
- brother or brother-in-law,
- sister or sister-in-law,
- reproductive loss covering
    - miscarriage,
    - still birth,
    - failed adoption,
    - failed surrogacy,
    - and unsuccessful assisted reproduction
- any individual related by blood
- Or any individual whose relationship is the equivalent of a familial relationship.

Absences due to bereavement leave shall be recorded on the unit member's work report, including relation to the unit member or spouse. Leave taken pursuant to this Section does not need to be used consecutively. If a unit member requires more time than allocated for bereavement leave, a unit member may use other applicable leave(s) to extend their bereavement leave.

14.2 **JUDICIAL LEAVE.** Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in accordance with *Education Code Sections 87035* & *87036*, excluding allowances for meals, mileage, or parking. Absences due to judicial leave shall be recorded on the member's work report.

14.2.1 The unit member's regularly assigned number of work hours that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day, which includes travel time from court to work. The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.

14.2.2 Unit members called for jury duty shall notice their immediate supervisor as soon as possible upon receipt of the summons. Unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, to submit verification from the court indicating the reporting and release times.

14.3 **MILITARY LEAVE.** A unit member shall be entitled to any military leave provided by law

and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Absences due to military leave shall be recorded on the unit member's work report.

14.3.1 Unit members shall be granted Military Leave in accordance with the provisions of the California Education Code and of the Military and Veterans Code.

14.3.2 Compensation shall be in accordance with the provisions of the California Military and Veterans Code.

14.4 **SICK LEAVE.** Unit members with a full-time assignment shall accrue sick leave, a total of twelve (12) days per year (for unit members working a five-day workweek) or eight (8) hours per month (for unit members working an alternative work schedule, as provided in this AGREEMENT or pursuant to an agreement with the ASSOCIATION) in accordance with *Education Code Section 88191*, beginning with the first (1st) month in which the unit member begins work in the DISTRICT. For unit members working partial months, the proportional sick leave hours shall be calculated pursuant to the formula in **Article 19: Vacation, Section 19.2.3**. The accrual rate shall be proportional for assignments other than full-time.

"Day", as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. Absences due to sick leave shall be recorded on the unit member's work report.

14.4.1 Unit members employed less than five (5) days per week or forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days or hours employed per week bears to five (5) days or forty (40) hours.

14.4.2 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of injury or illness.

14.4.3 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this Section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.

14.4.4 **Family Illness Leave.** In accordance with *California Labor Code 233* a unit member may use earned and available sick leave up to fifty (50%) percent of their annual accrual rate of sick leave for an illness of a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person. Absences due to family illness leave shall be recorded on the unit member's work report.

14.4.5 If a unit member does not take the full amount of sick leave allowed in any fiscal year, the amount remaining shall be accumulated from year to year.

14.4.6 A unit member absent due to surgery, serious injury or illness for five (5) or more consecutive assigned workdays shall be required to submit a medical release from a medical provider to the Office of Human Resources prior to being permitted to return to work. A unit member absent for five (5) or more consecutive assigned workdays shall notify the Office of Human Resources of their approximate return date. The

DISTRICT may also require a unit member to submit a medical release from a medical provider for absences less than five (5) consecutive assigned workdays pursuant to **Section 14.10** of this Article. For purposes of this Section, the medical release shall identify the dates that the unit member utilized for sick leave and any job restrictions, if any and include the date upon which the unit member is released back to work.

14.4.7 A unit member may be required to submit to medical examinations, at the DISTRICT'S expense and discretion.

14.4.8 **Transfer and Conversion of Sick Leave.**

14.4.8.1 **New Hires (Transferrable Sick Leave).** A newly hired unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who voluntarily terminates (not terminated for cause) such employment, and who subsequently accepts a position within the DISTRICT within one (1) year of such voluntary termination, shall upon request have transferred with all of their unused accumulated sick leave.

14.4.8.2 **Severing Employment with DISTRICT.** The DISTRICT shall cancel all sick leave rights of accumulations when a unit member severs all official employment connection with the DISTRICT.

14.4.8.3 **Transferring Sick Leave to Another District.** All accumulated sick leave may be transferred pursuant to the provisions in *Education Code Section 88202*.

14.4.8.4 **Converting Sick Leave to Retirement Credit.** A unit member who has any sick leave earned but unused on the date of retirement may have those converted to retirement credit if appropriate in accordance with applicable law.

14.4.8.5 **Converting Sick Leave to Vacation.** Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days subject to the following limitations:

a. A ratio of five (5) sick days (forty (40) hours) to one (1) vacation day (eight (8) hours). Unit members working less than full time shall be prorated accordingly.

b. Only days earned while employed by the DISTRICT are eligible for conversion benefits.

c. Only unit members who have rendered five (5) years or more of unbroken service to for DISTRICT are eligible for conversion benefits.

d. The maximum number of sick days which may be converted to vacation days shall not exceed the number of days the retiring unit member earns annually under the provisions of **Article 19: Vacation, Section 19.2**.

14.4.9 **Extended Sick Leave at 50% Pay.** A unit member shall be credited on July 1st of each fiscal year with the total of one hundred (100) working days of paid extended sick leave, excluding sick days under **Section 14.4**. Such days of paid extended sick leave in addition to those days of sick leave under **Section 14.4** shall be

compensated at fifty (50%) percent of the unit member's regular salary; the fifty (50%) percent extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the unit member may be entitled. Any remaining fifty (50%) percent extended sick leave will not carry forward to the next fiscal year. At the conclusion of the one hundred (100) working days of fifty (50%) percent extended sick leave the unit member may elect to use any other available leaves.

14.4.10 **Makeup Time for Medical or Dental Appointments.** Unit members who have given at least forty-eight (48) hours' notice and have a scheduled medical or dental appointment, during working hours, have the option to work an extended workday or to utilize sick leave. Leave under this Section is subject to the following provisions:

a. A unit member may not work in excess of eleven (11) hours of work in any one workday or forty (40) hours in the work week to make up for the time. The additional hours constituting an extended workday shall be equal to the period of time that the unit member was absent, but not in no event-shall makeup time exceed two (2) hours per work week;

b. A unit member needs to provide a written request via DISTRICT email to their immediate supervisor for each occasion that they want to make up time. The unit member and the immediate supervisor shall mutually agree on the time to be made up. All requests will be approved by the immediate supervisor in writing and must be submitted to the DISTRICT;

c. Time missed must be made up within the same workweek in which the absence occurred; and

d. If performed in the same workweek in which the work time was lost, it may not be counted towards computing the total number of hours worked in a day for purposes of the overtime requirements, except for hours in excess of eleven (11) hours of work in one (1) day or forty (40) hours of work in one (1) work week (*California Labor Code 513*).

14.4.11 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour (fifteen (15) minutes).

14.4.12 A unit member shall contact their immediate supervisor, or their designee, as soon as the need to be absent is known or at least one (1) hour prior to the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform their immediate supervisor, or their designee, as to the expected date of return. Required documentation shall be submitted to the Office of Human Resources in accordance with the provisions in **Sections 14.4.6** and **14.10**.

14.4.13 **Sick Leave Status Report.** All unit members shall have access to view their individual status report online, or request a leave balance from payroll.

14.4.14 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months in accordance with *Education Code Section 88195*.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to industrial accident or illness leave should be recorded on the unit member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with *Education Code Section 88192* and the following provisions.

14.5.1 A unit member suffering an injury or illness arising out of, and in the course, of their employment, shall be entitled to a leave of sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.5.2 Payment for wages on any day shall not, when added to an award granted to the unit member under the Workers' Compensation laws of this State, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Workers' Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the unit member may have.

14.5.3 The industrial accident or illness leave is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used. If, however, a unit member is still receiving Workers' Compensation benefits at the time of the exhaustion of benefits under this Section, they shall be entitled to use only so much of their accumulated and available sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

14.5.4 When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of their position, they shall, if not placed in another position after completion of the interactive process, be placed on a reemployment list for a period of thirty-nine (39) months.

14.5.5 Leave under this Section shall commence on the first day of absence. The DISTRICT may select the examining medical provider and require a medical provider's report as verification of illness or injury due to industrial accident or illness.

14.6 **PERSONAL NECESSITY LEAVE.** Absences due to personal necessity leave shall be deducted from the unit member's sick leave balance and recorded on the unit member's work report. A unit member may, at the unit member's election, use any days of absence for illness or injury earned pursuant to **Section 14.4** in cases of personal necessity, including any of the following:

a. Death of a member of the unit member's immediate family when additional leave is required beyond that provided in **Section 14.1** of this Article.

b. Accident involving the person or property, or the person or property of a member of his/her immediate family.

c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.

d. A serious illness of a member of the family.

e. Such other reason approved by the DISTRICT.

A maximum of fifty-six (56) hours of accumulated, full-salary sick leave credit may be used for personal necessity leave in each fiscal year. Part-time unit members shall receive the proportion of the fifty-six (56) hours for personal necessity leave pursuant to the formula in **Section 14.4.1.** Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work, pursuit of other business, financial or economic interests of the unit member, or any illegal activity. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother- in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

The unit member shall notify their immediate supervisor at least five (5) days in advance of taking such leave unless an emergency makes such notice impossible. Personal necessity leave requests shall be submitted to the immediate supervisor by using the Classified Time Off Request Form (accessible via the DISTRICT intranet). The immediate supervisor receiving the request shall provide the unit member with a response within two (2) days of its receipt. If the immediate supervisor does not respond by that time, the request is considered approved. If the request is denied, a reason for denial in writing shall be provided to the unit member.

14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave shall be recorded on the unit member's work report. Any unit member absent without being on approved leave shall have deducted from their salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.

14.8 **BREAK IN SERVICE.** No absence under any paid leave provision of this Article shall be considered as a break in service for any unit member who is in paid status and shall count toward salary step advancement, unit member accruals, and seniority accrual.

14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.

14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a medical provider's certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.

14.11 **PARENTAL LEAVE AND FAMILY AND MEDICAL LEAVE.** Absences due to parental leave and family care and medical leave should be recorded on the unit member's work report.

14.11.1 **Parental Leave/Bonding.** The DISTRICT will allow the use of paid sick leave for parental leave bonding up to a period of twelve (12) weeks within the first year following the birth or adoption of a child. A unit member shall not be provided more than one twelve (12) work week period for parental/bonding leave during any twelve (12) month period.

a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, however, the unit member is not required to have one-thousand, two hundred and fifty (1,250) hours of service during the previous twelve (12) month period in order to take parental/bonding leave.

b. If a unit member exhausts all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall be compensated at no less than fifty (50%) percent of the unit member's regular salary for the remaining portion of the twelve (12) workweek period of parental leave.

c. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.

d. Intermittent Leave: A unit member may request to use parental leave on an intermittent basis with a duration of no less than two (2) weeks increments. However, the DISTRICT must grant a request for a leave of less than two (2) weeks' duration on any two (2) occasions.

e. Parental leave will run concurrently with applicable State and Federal leave laws.

14.11.2 **Family and Medical Leave.** Unit members are entitled to family care and medical leave for a total of up twelve (12) weeks in a one (1) year (twelve (12) months) period as set forth in applicable federal and state law for the purpose of a birth of a child, an adoption, placement of a foster child, to care for a seriously ill family member, or because of a unit member's own serious health condition.

a. A unit member must have served as an employee of the DISTRICT for a period of at least one (1) year and have at least one-thousand, two-hundred and fifty (1,250) hours of service for the DISTRICT during the twelve (12) month period immediately preceding the leave.

b. **Sections 14.11.1** or **14.11.2** individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.

c. Upon exhaustion of sick leave, a unit member may utilize difference in pay up to completion of the twelve-week period.

d. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.

e. For purposes of this Section, a family member is defined as a unit member's child, parent or spouse/domestic partner.

f. Family care and medical leave will run concurrently with applicable State and Federal leave laws.

14.12 **FAMILY SCHOOL PARTNERSHIP LEAVE.** In accordance with *Labor Code 230.8* a unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child or children in kindergarten or grades one (1) to twelve (12), inclusive, or attending a licensed child care provider, may take off up to forty (40) hours each calendar year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of their children.

The unit member shall notify their immediate supervisor in advance of taking such leave. Absences due to participation in school activities of children shall be recorded on the unit member's work report.

14.12.1 If more than one parent of a child is employed by the DISTRICT at the same worksite, the entitlement under **Section 14.12** of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer.

14.12.2 Unit members may utilize existing vacation, personal leave, or compensatory time off for the purposes of the planned absence.

14.12.3 A unit member, if requested by the DISTRICT, shall provide documentation from the school or licensed childcare provider as proof that they engaged in child-related activities permitted in **Section 14.12** on a specific date and at a particular time. Documentation means whatever written verification of parental participation the school or licensed childcare provider deems appropriate and reasonable.

14.13 **STATE AND FEDERAL LEAVE LAWS.** Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) benefits are available to unit members as entitled under current State and Federal law. Upon request, the DISTRICT shall provide the unit member a copy of their rights and benefits. All Federal and State leave benefits will be calculated for eligibility and use on a twelve (12) month basis.

a. In cases of non-pregnancy related illness, applicable state and federal leave laws will run concurrently with Sick Leave if the unit member meets the eligibility requirements.

b. In cases of pregnancy-related illness, applicable State and Federal leave laws will run concurrently with Sick Leave if the unit member meets the eligibility requirements.

c. **Paid Pregnancy Disability Leave**

The DISTRICT shall provide unit members with pregnancy disability leave at full pay, equivalent to one hundred percent (100%) of their regular salary, for a maximum of fourteen (14) weeks when the unit member is unable to perform their duties due to pregnancy, miscarriage, childbirth, termination of pregnancy, or recovery from these conditions.

Eligibility for paid pregnancy disability leave shall not be subject to minimum length-of-service or hours-worked requirements.

Paid pregnancy disability leave shall not be deducted from the unit member's accumulated sick leave, vacation leave, or other accrued leave balances.

The DISTRICT shall maintain the unit member's health insurance benefits during this leave under the same terms and conditions as if the unit member had remained actively employed.

This provision shall not diminish any additional rights or benefits provided under applicable State or Federal law or other provisions of this Agreement.

14.14 **CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM.** The purpose of this program is to permit unit members with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or compensatory time leave from DISTRICT unit members.

All requests submitted to the Office of Human Resources are handled with confidentiality and upheld throughout the process. The DISTRICT will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

14.14.1 **Definition of Catastrophic Leave:** The intent of this program is to permit unit members to donate eligible leave credits to a unit member when that unit member or a member of their family suffers from a catastrophic illness or injury. For purposes of this Article, a catastrophic illness or injury is defined as one which is expected to incapacitate the unit member or a member of their family for an extended period of at least forty-five (45) or more calendar days, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave, extended sick leave, and other paid time off (e.g., vacation, compensatory time, holidays (including birthday and floating holidays), etc.). For purposes of this Article, eligible leave credits are: sick leave, vacation, and compensatory time.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, catastrophic leave will not begin until all leaves have been exhausted as defined in this Article. The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of twelve (12) consecutive months.

For purposes of this Section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

14.14.2 **Recipient Requirements.**

The recipient:

a. Is a regular, non-probationary unit member who has exhausted all available paid leave credits as reference in **Section 14.14.1**, including sick leave, vacation and compensatory time;

b. Must use any paid leave credits that they continue to accrue on a monthly basis prior to using received paid leave pursuant to this Section;

c. Is incapacitated/absent for an extended period of time no less than forty-five (45) calendar days;

d. Is incapacitated during assigned time. For example, in the case of ten (10) or 11-month employee only assigned time will be considered;

e. May use donated time in partial day increments;

f. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;

g. Recipient must fill out the *Catastrophic Leave Donation Program Application* (accessible via the DISTRICT'S intranet), which must be requested from the Office of Human Resources**.** Any DISTRICT employee, supervisor, family member, Office of Human Resources, or the recipient's medical provider may request catastrophic leave benefits on behalf of the recipient;

h. A portion of the *Catastrophic Leave Request Donation Program Application* (accessible via the DISTRICT'S intranet), requires a written statement from a medical provider, which verifies catastrophic illness or injury of the recipient or the recipient's immediate family member as defined in **Section 14.14.1.** In the event a medical provider is unable or unwilling to fill out their portion of the *Catastrophic Leave Request Donation Program Application* (accessible via the DISTRICT'S intranet), a separate written statement from a medical provider which provides the answers to all of the relevant healthcare provider questions on the *Catastrophic Leave Request Donation Program Application* (accessible via the DISTRICT'S intranet) will be accepted; and

i. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Office of Human Resources shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the DISTRICT has reasonable cause to believe there is abuse of the catastrophic leave policy by a unit member, the DISTRICT may require additional medical verification from a medical provider selected by the DISTRICT at the DISTRICT's expense.

The Office of Human Resources will notify DISTRICT employees in writing of the need for donations of catastrophic leave credits and collect all signed Catastrophic Donation Forms. The Office of Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. The Office of Human Resources and Payroll will keep a record of all donated leave credits.

If Recipient's request for catastrophic leave is denied, the Recipient or Recipient's agent or the ASSOCIATION may request a review of the reason(s) for denial. If the denial is upheld the unit member or ASSOCIATION may appeal the decision to the Chancellor. If the denial is upheld at the Chancellor level, the decision is not subject to the grievance process.

14.14.3 Donor Requirements.

Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

a. Donors may volunteer no more than fifty (50%) percent of their accrued sick and/or vacation and/or compensatory time. Donors must have accrued no less than one hundred twenty (120) hours of leave credits prior to donation;

b. Unit members wishing to donate catastrophic leave credits must donate credits in writing on a signed, *Catastrophic Donation Form* (accessible via the DISTRICT'S intranet), distributed by the Office of Human Resources;

c. The minimum amount of donated leave credits shall be eight (8) hours, and in one (1) hour increments thereafter;

d. The donor understands that donation of catastrophic leave credits is voluntary;

e. Donations may be made by eligible classified, confidential, management or academic employees;

f. All transfers of eligible leave credit are irrevocable. Unused leave credits will not be credited back to the donor; and

g. Donated leave is charged on an hour-for-hour basis.