

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, father, grandparent, or 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, or sister-in-law of the unit member or any relative living in the immediate household of the unit member. 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 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 87035 & 87036, excluding allowances for meals, mileage, or parking. Absences due to judicial leave should be recorded on the member's work report.
- 14.2.1 The ~~U~~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, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, shall notice the DISTRICT as soon as possible upon receipt of the summons. The DISTRICT will require 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.
- 14.2.3 Unit members subpoenaed as witnesses related to the performance of their duties shall appear as required whether on- or off-duty. **Unit M**members appearing off-duty shall be compensated pursuant to Article 7.

TA: _____ (date)
_____ (initials)

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. Time spent in military service shall be included in computation of service with the DISTRICT. Absences due to military leave shall be recorded on the unit member's work report. 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) in accordance with Education Code 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 - see section 19.4.2). The accrual rate shall be proportional for assignments other than full-time.

~~Such leaves can be taken for illness or injury, exclusive of days they are not required to render to the DISTRICT. 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 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.

14.4.2 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.

14.4.3 ~~Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible unit~~

TA: _____ (date)
_____ (initials)

~~members are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that Human Resources receives a medical status report from a verified health care provider.~~

- 14.4.4 If a **unit** member of the bargaining unit does not take the full amount of leave allowed in any **fiscal** year, the amount not taken shall be accumulated from year to year.
- 14.4.5 A unit member absent due to surgery, serious injury or illness for ~~more than~~ five (5) **or more** consecutive assigned workdays shall be required to submit a medical release from a physician to **the Office of** Human Resources prior to being permitted to return to work. A unit member absent for ~~more than~~ 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 physician 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 (brought up from 14.4.13).**
- 14.4.6 A unit member may be required to submit to medical examinations, at the DISTRICT'S expense and discretion.
- 14.4.7 **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.
- 14.4.8 **TRANSFER AND CONVERSION OF SICK LEAVE.**

14.4.7.1 NEW HIRES (TRANSFERABLE 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 ~~for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated~~

TA: _____ (date)
_____ (initials)

~~by the employer for cause, and who subsequently accepts a position with the DISTRICT within one (1) year of such voluntary termination, a position with the DISTRICT, shall upon request have transferred with their all of their unused accumulated sick leave.~~

14.4.9 **14.4.7.2 SEVERING EMPLOYMENT WITH DISTRICT.** The DISTRICT ~~shall~~ may cancel all sick leave rights ~~or of~~ accumulations when a unit member severs all official employment connection with the DISTRICT.

14.4.7.3 TRANSFERRING SICK LEAVE TO ANOTHER DISTRICT. ~~and~~ All accumulated sick leave may be transferred pursuant to the provisions in ~~S~~section 88202 of the Education Code.

14.4.7.4 CONVERTING SICK LEAVE TO RETIREMENT CREDIT. A unit member who has any sick leave ~~benefits~~ earned but unused on the date of retirement may have those converted to retirement credit, if appropriate, in accordance with applicable law.

14.4.7.5 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 as follows:~~

- 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 the DISTRICT are eligible for conversion benefits.
- d. The maximum number of ~~vacation~~ 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, ~~S~~section **19.3.**

14.4.10 **EXTENDED SICK LEAVE AT 50% PAY.** A unit member shall be credited **on July 1st of each** ~~once~~ a fiscal year with the total of ~~not less than~~ 100 working days

of paid **extended** sick leave, excluding sick days under Article **14.4**. Such days of paid **extended** sick leave in addition to those days of sick leave under Article **14.4** shall be compensated at 50% of the unit member's regular salary; **the 50% 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. ~~The 100 working days of extended sick leave shall be allocated on July 1st of each fiscal year; the 50% (half pay) extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted.~~ **(moved above)** Any remaining 50% ~~half pay~~ extended sick leave will not carry forward to the next fiscal year. At the conclusion of the 100 working days of 50% ~~half pay~~ extended sick leave the unit member may elect to use any other available leaves.

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

14.4.12 A unit member shall contact ~~their immediate~~ **the on-duty supervisor and/or the watch commander**, or their designee, as soon as the need to be absent is known or at **least two (2) hours 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 14.4.12 and 14.10**. ~~Absences extending more than five (5) work days are subject to the provisions in section 14.4.12.~~

14.4.13 ~~The DISTRICT may require a unit member to provide to Human Resources written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the unit members work report. The verification shall include a statement that the unit member is able to perform their duties without restriction. The verification shall also include the date upon which the unit member is released back to work.~~ **(Reworded and moved to 14.4.5).**

14.4.14 **SICK LEAVE STATUS REPORT.** All unit members shall have access to view their individual status report online.

TA: _____ (date)
_____ (initials)

14.4.15 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 ~~h~~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 ~~current~~ Education Code **section 88192** and the following provisions.

14.5.1 **DEFINITION.** For the purposes of this Article, an ~~h~~industrial ~~A~~accident or ~~h~~illness leave shall be defined as disability absences resulting from an injury or illness, as solely determined to be an ~~valid~~ **accepted** Workers Compensation claim by the District's Workers' Compensation insurer or Claims Administrator.

14.5.2 ~~APPLICATION FOR NOTIFICATION OF INDUSTRIAL ACCIDENT AND/OR ILLNESS LEAVE.~~ A unit member shall report verbally to their immediate supervisor any incident in the workplace which involves or may involve injury or illness as soon as possible but not later than twenty four (24) hours of the occurrence ~~unless the nature of the injury makes notification impossible.~~ **A unit member who has sustained an alleged job-related injury and/or illness shall:**

- a. **Report the injury and/or illness to the on-duty supervisor as soon as possible, but not later than twenty-four (24) hours of the occurrence unless the nature of the injury makes notification impossible,**
- b. **Complete and submit the SBCCD Employee Workers' Compensation Packet as soon as possible, but not later than twenty-four (24) hours of the occurrence, to the on-duty supervisor unless the nature of the injury makes notification impossible.**

14.5.3 **LEAVE ALLOWANCE.** The DISTRICT provides a maximum of sixty (60) working days of ~~full~~ pay leave for each industrial accident or illness commencing on the first day of absence. For the purpose of this Article, a ~~full~~ day of leave is equivalent to the unit member's usual workday.

Industrial ~~A~~accident or ~~h~~illness ~~L~~leave shall not accumulate from year to year. All absences or leaves related to ~~h~~industrial ~~A~~accident **or illness leave** shall run concurrently with any time eligible to the unit member under **existing**

TA: _____ (date)
_____ (initials)

federal and state laws (the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), etc.).

In the event that an absence has not been approved as a valid an ~~Industrial Accident~~ or ~~illness~~ leave when the payroll for the unit member is being computed, the unit member's ~~normal~~ sick leave balance will be charged for any absences which have been supported by a **workers' compensation** physician's written statements. Upon subsequent notification that the absence has been accepted as an ~~Industrial Accident~~ or ~~illness~~ ~~Leave~~ the regular sick leave balance will then be adjusted to its previous balance. The DISTRICT or its representative shall comply with legal notification requirements (currently ninety [90] days) for notifying ~~employees~~ **unit members** of acceptance or rejection of a claim.

- 14.5.4 **COMPENSATION.** During the first sixty (60) working days of an approved industrial accident claim, the unit member shall receive full salary. Thereafter, the unit member will receive their regular pay utilizing any temporary disability allowance the unit member is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or half pay sick leave. The amount of sick and other paid leave will be used only in the amount needed to provide the normal wage or salary. In no event shall the unit member, for any period of disability, receive compensation greater than their normal salary.
- 14.5.5 Payment for wages on any day shall not, when added to an award granted the unit member under the Worker's 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 Worker's 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.
- 14.5.6 The industrial accident or illness leave is to be used in lieu of ~~normal~~ sick leave benefits. 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 Worker's Compensation benefits at the time of the exhaustion of benefits

TA: _____ (date)
_____ (initials)

under this Section, they shall be entitled to use only so much of their accumulated and available ~~normal~~ sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- 14.5.7 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.

If the unit member is medically cleared by the DISTRICT during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of their previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of DISTRICT funds **in which case the employee shall be listed in accordance with appropriate seniority regulations**. A unit member whose name has been placed on a reemployment list and who has been medically cleared by the DISTRICT for return to duty, and who refuses to accept an appropriate assignment, shall have their name removed from the reemployment list.

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

~~14.5.9 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.~~

~~14.5.10 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.~~

- 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. Any days of leave of absence for illness or injury under Section **14.4** of this Agreement may be used by a unit member, at their election in cases of personal necessity, including, the following:

TA: _____ (date)
_____ (initials)

- 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 aArticle.
- b. Accident involving their person or property, or the person or property of a member of their 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 seven (7) days of accumulated, full-salary sick leave credit may be used for personal necessity leave in each fiscal year. No earned leave in excess of seven (7) days may be used in any fiscal year for leave under this Section.~~
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 mean 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 no less than five (5) days in advance of taking such leave, unless an emergency makes such notice impossible. Personal necessity leave requests shall be submitted to a supervisor by using the Classified Time Off Request Form (accessible on the District intranet). The supervisor receiving the request shall provide the unit member with a response within five (5) calendar days from receipt of the request.

- 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

TA: _____ (date)
_____ (initials)

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 provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

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 ~~doctor's~~ **physician** 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 CARE AND MEDICAL LEAVE.** Absences due to Parental Leave and Family Care and Medical Leave shall 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) workweek 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 1,250 hours of service during the previous (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.

TA: _____ (date)
_____ (initials)

- 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 duration of no less than two (2) week increments. However, the DISTRICT must grant a request for leave of less than two (2) weeks duration on any two (2) occasions.
- e. Parental leave will run concurrently with applicable state and federal laws.

14.11.2 FAMILY AND MEDICAL LEAVE. Unit members are entitled to family care and medical leave for a total of up to twelve (12) weeks in a one (1) year (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 an employee's own serious health condition.

- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, and has at least 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 ~~S~~section, family member is defined as a unit member's child, parent or spouse/domestic partner.

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

TA: _____ (date)
_____ (initials)

(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 are 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 12-month basis.

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

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 ~~fellow~~ **DISTRICT** employees.

TA: _____ (date)
_____ (initials)

All requests submitted to the Vice Chancellor of Human Resources or designee 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, ~~C~~catastrophic ~~L~~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 ~~S~~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 ~~bargaining~~ unit member who has exhausted all ~~accrued~~ **available** paid leave credits, **as referenced in section 14.14.1 including sick leave, vacation and comp time;**

TA: _____ (date)
_____ (initials)

- b. Is incapacitated/absent for an extended period of time no less than **forty-five (45)** calendar days;
- c. Is incapacitated during assigned time. For example, in the case of **ten (10)** or 11-month employee only assigned time will be considered;
- d. May use donated time in partial day increments;
- e. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;
- f. Recipient must fill out the Catastrophic Leave **Donation Program Application-Request Form**, which must be requested from the Office of Human Resources. Any **DISTRICT employee fellow-unit member**, supervisor, family member, **Office of Human Resources**, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient;
- g. ~~Must include with the~~ **A portion of the Catastrophic Leave Request Donation Program Application-Request Form**, requires a written statement from **a physician the medical provider**, which verifies catastrophic illness or injury of the Recipient or the Recipient's immediate family member as defined in 14.14.1. **In the event a physician is unable or unwilling to fill out their portion of the Catastrophic Leave Request Donation Program Application, a separate written statement from a physician which provides the answers to all of the relevant healthcare provider questions on the Catastrophic Leave Request Donation Program Application will be accepted;** and
- h. 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 Vice Chancellor of Human Resources or designee 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

TA: _____ (date)
_____ (initials)

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 physician 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 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 50% of their accrued sick and/or vacation and/or compensatory time. Donors must have accrued no less than 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, distributed by the Office of Human Resources;
- c. The minimum amount of donated leave credits shall be eight (8) hours ~~initially~~, and in one 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;

TA: _____ (date)
_____ (initials)

- 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.