

ARTICLE X – LEAVES

- A. The leave rights of certificated employees provided for in Sections 44962 through 44986 of the California Education Code are incorporated into this Agreement by this reference. This Article is not intended to conflict with, or restrict, the unit member's leaves of absence rights as outlined in these sections of the Education Code listed above.
- B. The District and the Association encourage the preservation and judicious use of sick leave days for the following reasons:
1. Accumulated sick leave serves as an income protection for unit members.
 2. Accumulated sick leave can be transferred from one district to another district in the State of California.
 3. In accordance with STRS statutes, for all unit members, accumulated sick leave shall be applied toward retirement service credit.
- C. Illness or Injury Leave
1. Each unit member employed on a regular full-time basis (September through June) shall be entitled to ten (10) days leave of absence without loss of pay for illness or injury during each school year of service.

Full-time unit members who are employed on a contractual basis for eleven months per year shall be allowed eleven days and unit members employed on a full-time basis for twelve months per year shall be allowed twelve days leave of absence with pay for illness during each contractual year of service.
 2. Every unit member who is contracted on a less than full-time basis shall be entitled to leave of absence for illness or injury in the same ratio that his/her employment bears to full-time employment.
 3. Earned leave of absence for illness or injury may be taken at any time during the school year. Leave not used in any school year shall be accumulated from year to year.
 4. Required dental or medical appointments that must be made during working hours shall be treated as sick leave and deducted on a pro-rated basis. Whenever possible, substitutes are to be arranged for in advance.
 5. Any unit member teaching summer school shall be entitled to one-fourth day's sick leave for each week worked, which shall be added to all other accumulated sick leave to which the unit member is entitled.
 6. Sick leave used during the summer school period shall be deducted from the unit member's total accumulated sick leave.
 7. Sick leave to which a unit member would be entitled during the following regular school year shall not be used during summer school periods.
 8. After an employee who is absent due to illness or injury has exhausted his/her accumulated sick leave and continues to be absent due to illness or injury, he/she shall be paid for a maximum of five (5) months, the difference between his/her salary and the amount that is actually paid to a substitute hired to fill his/her position. If no substitute is employed, the amount that would have been paid to the substitute shall be deducted from the employee's salary. The District shall make every effort to secure the services of a substitute employee.

The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in the subsequent school year.

If an employee continues to be absent beyond the five-month period and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for a period of 24 months if the employee is probationary, or for a period of 39 months if the employee is permanent. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and qualified.

9. If the District has reason to believe that the unit member is or has been abusing the sick leave or the other medical leaves contained in this Article, or if the member is absent for more than three (3) consecutive days, the member may be required to present a medical doctor's certificate verifying the times and dates of medical appointment(s), the nature of the illness or injury, and the anticipated length of absence and/or certifying the unit member's ability to perform his/her job. The District reserves the right to have the member who is on such leave examined at District expense by a physician designated by the District, to assist in determining the unit member's inability to perform assigned duties and the degree to which the member's inability is attributable to illness or injury.
10. If the unit member is absent for reasons of illness and will convalesce at a location other than his/her residence, he/she shall provide the District with an emergency phone number and/or address where he/she may be reached.
11. A unit member must contact the District as soon as the need to be absent is known. The unit member must call the District switchboard no later than 7:00 a.m. on the day of the absence in order to permit the District time to secure a substitute. Failure of the unit member to provide adequate notification shall be grounds for progressive discipline that could lead to loss of pay.
12. A unit member who is absent as a result of illness or injury for any portion of a day shall have deducted that portion of the day from accumulated sick leave.
13. If a unit member fails to notify the District of intent to return to work by 1:00 p.m. of the preceding work day and such failure results in a substitute being secured, the unit member may not be allowed to return to work and may be required to take an additional sick leave day. If this becomes a recurring problem with a unit member, that member may be placed on leave without pay for that day.
14. As soon as administratively practicable each year the District shall provide each unit member with a written statement of sick leave entitlement for the current school year and accrued sick leave total.
15. If the unit member is absent ten (10) consecutive working days or more, because of illness or hospitalization, the principal or administrator in charge will send the "Medical Authorization for Return to Work" form to the unit member who must have it filled out by a physician and returned to the Personnel Office before returning to work.

D. Personal Necessity Leave

1. A unit member shall be entitled to use, during each school year, a maximum of seven (7) days of the sick leave provided for in the Illness or Injury Leave Section (Section C) for any of the following purposes:
 - a. Death of a member of a unit member's immediate family as defined in Bereavement Leave (Section G), if leave is required in addition to that provided by Bereavement Leave of this Article.
 - b. An accident involving a unit member's property or the person or property of any member of the unit member's immediate family, if the accident is serious in nature, involves circumstances the unit member cannot reasonably be expected to disregard, and requires the attention of the unit member during working hours.
 - c. Appearance in court or before any administrative tribunal not covered under Court Attendance Leave (Section J) as a litigant, party, or witness under subpoena or valid order to appear. The unit member must return to work if not required to be absent the entire day. Each date of necessary attendance, other than the dates specified in a subpoena, shall be certified to by the clerk or other authorized officer of the court or by an authorized official of the administrative tribunal. The unit member shall ask for and collect any witness fee to which he/she may be entitled and remit it to the District.
 - d. The serious illness of a member of a unit member's immediate family, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.
 - e. The birth of a child.
 - f. The parent or guardian of children in K-12 grades may take no more than eight hours a month, up to 40 hours a year, to visit their children's school.
 - g. Circumstances of urgent personal necessity that meet the criteria outlined below:
 - (1) Involves circumstances which the unit member cannot be expected to disregard.
 - (2) Requires the attention of the unit member during assigned duty hours.
 - (3) Is serious in nature.

The following are examples of some reasons which are not acceptable for personal necessity leave:

 - (1) Vacation, recreation, or social activities.
 - (2) Unit member's employee organization business or activities.
 - (3) Extension of a school holiday or vacation.
 - (4) Conventions related to a unit member's avocation.
 - (5) Spouse/domestic partner's business, profession, or avocation.
 - (6) Incarceration.
 - (7) Political activities or demonstrations.
 - (8) Civic or organizational activities.
 - (9) Routine personal activities.
 - (10) Business interests or other employment.
2. Under all circumstances, a unit member shall verify in writing on the monthly declaration that the personal necessity leave was used only for purposes as set forth above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

3. Whenever circumstances permit, a unit member shall complete the District Personal Necessity Form prior to his/her absence and submit it to the supervisor. Failure to comply may result in a denial of leave and a loss of pay.
4. Each unit member may take up to five days of personal necessity leave for reasons which are personal or private in nature and for which he/she shall not be required to have an explanation, subject to existing personal necessity limitations contained in this Section D.

E. Maternity Leave

1. Unit members are entitled to use sick leave up to two weeks prior and six weeks after the birth of a child.
2. This leave may be extended at the request of the unit member's physician due to complications during pregnancy, miscarriage, childbirth, and/or recovery.
3. Upon exhaustion of sick leave and family care and medical leave, the unit member may apply for additional leave without pay or other benefits for disability because of pregnancy, miscarriage, childbirth, and/or recovery.
4. The unit member may return to work upon release from her physician.

F. Industrial Accident and Illness Leave

1. A unit member shall be entitled to a leave of absence for any accident or illness which the District's industrial accident and illness insurance carrier or the Workers' Compensation Appeals Board recognizes as a bona fide injury or illness arising out of and in the course of employment with the District.
2. Industrial Accident or Illness Leave shall be without loss of pay for up to a maximum of sixty (60) working days in any fiscal year for any given industrial accident or illness. Industrial Accident and Illness Leave not taken in a fiscal year shall not be accumulated from year to year. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.
3. Industrial Accident and Illness Leave shall commence on the first day of absence, and leave time shall be reduced by one day for each day of authorized absence, even if temporary disability indemnity is awarded. During such leave, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the unit member salary warrants for payment of the unit member's salary and shall deduct retirement and other authorized deductions. If the unit member fails to endorse to the District any wage loss disability check as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability actually paid to and retained by the unit member, and if necessary, recover such funds through an appeal to a court of competent jurisdiction.
4. Any unit member receiving benefits under the provisions of Industrial Accident and Illness Leave of this Article shall remain within the State of California unless the Board of Education authorizes travel outside the State (as per Education Code Section 44984).
5. When entitlement for Industrial Accident Leave has been exhausted, a unit member may utilize any available sick leave benefits, vacation, or other paid leave to which he is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the unit member of not more than his/her full salary less appropriate deductions.

6. After an employee who is absent due to illness or injury has exhausted his/her accumulated sick leave and continues to be absent due to illness or injury, he/she shall be paid for a maximum of five (5) months, the difference between his/her salary and the amount that is actually paid to a substitute hired to fill his/her position. If no substitute is employed, the amount that would have been paid to the substitute shall be deducted from the employee's salary. The District shall make every effort to secure the services of a substitute employee.

The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in the subsequent school year.

If an employee continues to be absent beyond the five-month period and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for a period of 24 months if the employee is probationary, or for a period of 39 months if the employee is permanent. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and qualified.

7. A unit member shall be permitted to return to work after an industrial accident or illness absence of less than three (3) days only upon presentation of a release from the treating physician certifying the unit member's ability to return to work without restriction. If the unit member has experienced lost time of three (3) days or more because of such industrial accident or illness, the unit member shall present to Personnel Services a "Medical Authorization for Return to Work" form completed by the treating physician and have a personal interview with the Assistant Superintendent of Human Resources or his/her assistant prior to returning to work. The District reserves the right to appoint a physician to give a second opinion on the unit member's ability to assume full-time duties.

G. Bereavement Leave

1. Each unit member is entitled to three days of leave without loss of pay for a bereavement in the local area.
2. Each unit member is entitled to five days of leave without loss of pay for a bereavement that is out of state or where travel exceeds 400 miles.
3. Bereavement leave is granted for mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse/domestic partner of the unit member; and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any person "in loco parentis" of the unit member, or any person living in the immediate household and considered to be part of the immediate family.
4. If additional days are needed, refer to Section D, Item 1a of this Article.

H. Quarantine Leave

1. A unit member shall be entitled to leave of absence, without loss of pay, because of quarantine resulting from contact while performing regular duties with persons having a contagious disease, or because of temporary inability to perform the services required of him because of a quarantine.

2. The leave provided for by the preceding paragraph applies to the unit member for quarantine only, and not to the illness of the unit member, nor to quarantine of the unit member due to his/her own illness.

I. Family Care and Medical Leave

The District shall grant to all eligible members State and Federal Family Care and Medical Leave without discrimination in accordance with guidelines set forth in this Article.

1. Eligibility

- a. All unit members who have served the District for at least 12 months and have at least 900 hours of service with the District the previous 12-month period shall be eligible to take unpaid Family Care and Medical leave.
- b. Family Care and Medical Leave shall be granted under the following circumstances:
 - (1) Birth of the unit member's child and in order to care for the child.
 - (2) Placement of a child with unit member for foster care or in connection with the unit member's adoption of the child.
 - (3) To care for a unit member's child, parent, or spouse/domestic partner with a serious health condition.
 - (4) The unit member's own serious health condition that makes the unit member unable to perform the functions of his/her position.

2. Duration of Leave

- a. The leave shall not exceed the equivalent pro-rated allocation in a 12-month period beginning July 1 each year as follows (excluding summer employment):

<u>Hours Worked Previous Year</u>	<u>Maximum Leave Provided</u>
900 – 999	9 weeks
1,000 – 1,099	10 weeks
1,100 – 1,199	11 weeks
1,200+	12 weeks

- b. The leave may be taken intermittently in increments of one hour.
- c. A unit member may use any appropriate leave under this Article consecutively to Family Care and Medical Leave.
- d. The right to take a Family Care and Medical Leave is separate and distinct from the right to take a pregnancy disability leave under state law.
- e. Leave taken for a birth or placement for adoption or foster care must be concluded within one year of the birth or placement.

3. Maintenance of Benefits

- a. During the period of Family Care and Medical Leave, the unit member shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the unit member had continued to work during the period of the leave.

- b. Failure of a unit member to return to work at the conclusion of the Family Care and Medical leave may result in the unit member being required, according to Family Care and Medical Leave laws, to reimburse the District for health care premiums paid by the District during his/her leave.

4. Reinstatement

- a. Family Care and Medical Leave terminates when the unit member returns to continuous active service or uses up his/her allotment of time. The unit member shall be reinstated immediately to the position held by the unit member at commencement of the leave.
- b. If that position no longer exists, the unit member will be reinstated to an equivalent position.

5. Procedural Requirement—Notice

Family Care and Medical Leave commences on the date indicated by unit members on the leave notice given to the Personnel Department.

Leave notice shall include:

- a. Date leave will commence.
- b. Pattern of leave if not continuous.
- c. Anticipated return date of unit member, if known.
- d. Unit member's eligibility for leave (see 1 above).
- e. In any case in which the District has reason to doubt the validity of the certification provided, the District may require, at the District's expense, that the eligible unit member obtain the opinion of a second health care provider designated or approved jointly by the District and the unit member concerning any certified information. The health care provider designated or approved by the District shall not be employed on a regular basis by the District.
- f. The District may require that the eligible unit member obtain subsequent recertification for an extension of the leave if the District has reason to believe the original certification is no longer valid.
- g. The unit member can be required to provide certification of the serious medical condition of the family member, including a health care provider's certification that the unit member is needed to care for the family member.

6. Definition

- a. "Child" – includes a biological, adopted, or foster child, stepchild, legal ward, or child of a person who stands "in loco parentis." The child must be either under the age of 18 or incapable of self-care because of mental or physical disability.
- b. "Spouse/domestic partner" – includes any spouse/domestic partner recognized under State law.
- c. "Parent" – includes individuals who stand "in loco parentis" to the unit member.

- d. “Serious Medical Condition” – a serious health condition is an illness, injury, or condition that involves:
 - (1) Inpatient hospitalization (regardless of the duration).
 - (2) A period of incapacity requiring absence from work, school, or other activity for three or more days, and that also involves continuing treatment by a health care provider.
 - (3) A chronic or long-term condition for which the individual is under the continuing supervision of a health care provider (although they may not be receiving active treatments). Examples given in the regulations include patients with Alzheimer’s and those who have suffered a severe stroke.
 - (4) Continuing treatments by a health care provider to prevent a condition that, if left untreated, could result in an incapacity of more than three days.
 - (5) Prenatal care, childbirth, and recovery from childbirth.

- e. “Continuing Treatment” – for those medical conditions not involving inpatient care, continuing treatment means:
 - (1) Two or more visits to a health care provider.
 - (2) Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider.
 - (3) A single visit to a health care provider that results in a regimen of continuing treatment (for example, a course of medication or therapy).

- f. “Needed to Care For” – a unit member is needed to care for a family member in the following situations:
 - (1) The unit member is needed to provide the family member with medical care, personal hygiene, nutritional needs, transportation to a doctor, etc.
 - (2) The unit member is needed to provide psychological comfort and reassurance that would be beneficial to a seriously ill child or parent receiving inpatient care.
 - (3) The unit member is needed to fill in for other care givers, or to make arrangements for care (such as finding a nursing home).

- g. “Health Care Provider” – regulations define health care provider as:
 - (1) A doctor of medicine or osteopathy.
 - (2) A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor performing within the scope of his/her practice.
 - (3) A nurse practitioner or nurse midwife performing within the scope of his/her practice.
 - (4) A Christian Science practitioner listed with the First Church of Christ Scientist in Boston, Massachusetts. In the case of a Christian Science practitioner, the employer may request a second opinion from another type of health care provider.

J. Court Attendance Leave

- 1. A maximum of three (3) days of leave shall be granted each year to any unit member who must appear as a witness in court under a valid order to appear, other than as a litigant, provided that the unit member’s presence is not required because of the connivance or misconduct of the unit member.
- 2. The leave of absence shall be without loss of pay except that the unit member shall receive the difference between regular earnings and the amount received for witness fees.
- 3. Court attendance leave not taken in one year shall not accumulate from year to year.

4. For court attendance not covered under this Leave, refer to Section D, item 1c of this Article.

K. Jury Duty Leave

1. Unit members shall be granted leaves of absence for jury duty in the manner provided by law. At any one time, no more than 2% of the unit membership shall be granted leave with pay.
2. Unit members are encouraged to consider the impact of jury duty on the education of the students. Requests to defer jury duty may be considered as a viable alternative.
3. Unit members shall submit a request for jury duty leave by providing an official summons for jury service as soon as possible prior to the date on which the unit member is scheduled to appear.
4. It is the responsibility of the unit member to report to work whenever he/she is not required to attend jury duty service.
5. Unit members shall be required to request to be excused from trials expected to exceed ten days in length.
6. Teachers serving on jury duty will serve at no loss of pay or other benefits. Verification of jury duty service from the court shall be submitted to the unit member's immediate supervisor upon completion of jury duty services. Per diem fees earned from jury duty on workdays will be reimbursed to the District.
7. The District reserves the right to request to have any unit member excused from jury duty service in the event said jury service would entail hardship on the public served by the unit member.

L. Military Leave

Military leave shall be granted as mandated by law.

1. Scheduled Leave

A unit member required to perform temporary military duty is expected to notify his/her principal and the Personnel Office in writing of the military obligation within three days of receiving his/her orders. The unit member shall furnish the District with a copy of the written orders upon receipt.

A unit member must provide documentation that he/she has attempted to have such duty deferred to and/or scheduled during the summer or such time as his/her services are not required by the District.

2. Emergency Leave

In an emergency, the unit member will notify the District in accordance with absence reporting procedures and shall furnish the District a copy of the written orders upon receipt.

M. Personal Business Leave

1. Unit members may be allowed time off from work, without pay, as determined by the Superintendent of Schools or his/her designee for other valid reasons not covered by the Personal Necessity Leave (Section D) of this Article.

2. Personal Business Leave will not be granted for purposes of: (1) employee organization (as defined in Government Code Section 3540.1) business or activity; (b) personal convenience or routine personal activities; (c) vacation, holiday, recreation, or social activities.

N. Leave of Absence

1. Leaves will not be granted for reasons of “professional opportunity” except when such leaves are believed by the District to be in the best interest of the District.
2. A unit member desiring a formal leave of absence for a specified time shall apply to the Board of Education by submitting the proper request to the Personnel Office through the principal or district department head.
3. All other requests for leave (Personal Necessity Leave, Personal Business Leave, etc.) must be made through the principal or district department head and approved by the assistant superintendent in charge of that area.

O. School Business

1. A unit member who is a regular employee may be allowed time off without loss of pay to attend functions that benefit the District.
2. Determination of functions that benefit the District shall be at the discretion of the Superintendent of Schools.

P. Sabbatical Leave

1. The District may, upon the recommendation of the Superintendent, grant Sabbatical Leave to unit members for the purpose of professional study or travel which, in the opinion of the District, will benefit the pupils and the schools of the District. Such leave shall be granted for not less than one, nor more than two, consecutive semesters. No more than three (3) members of the bargaining unit may be granted a sabbatical leave during any one school year.
2. Any member of the bargaining unit who has successfully completed seven consecutively satisfactory years of service in the schools of the Baldwin Park Unified School District shall be eligible to apply for sabbatical leave. Once a leave is granted, the member must serve seven additional years before again becoming eligible to apply.
3. Requests for sabbatical leave shall be made at least sixty days prior to the beginning of a school year and should include a detailed statement of the proposed study program of travel proposed.
4. The application must be accompanied by a certificate of health signed by the applicant's physician, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed.
5. Applicants who apply for a professional-study sabbatical leave shall agree to undertake a full load of at least sixteen semester hours of undergraduate work or twelve semester hours of graduate work, or the equivalent thereof, per semester. The applicant shall submit evidence that the proposed professional study shall be designed to enlarge the applicant's understanding of educational psychology, to improve facility in teaching techniques, to broaden experience in special fields, or to investigate problems pertaining to present-day living. Evidence of the successful completion of the proposed travel shall be filed with the Personnel Office before the unit member returns to a regular status.

6. A unit member granted a sabbatical leave shall agree in writing to render a period of service in the District following his return from the leave which is equal to twice the period of the leave and shall submit a bond suitable to the District.
7. The rate of pay for a unit member on sabbatical leave shall be the difference between the salary that the unit member would receive for the year the leave is granted and the amount of salary schedule Column A, Step 1.
8. Should a unit member be granted a leave for which he/she receives financial compensation from sources other than the District, the combination of salary under 7 above and such other compensation shall not exceed the amount the unit member would have received had he/she served in his regular position with the District.
9. Compensation
 - a. The compensation shall be paid the unit member while on the leave of absence in the same manner as if the unit member were teaching in the District, upon the furnishing by the unit member of a suitable bond indemnifying the governing board of the District against loss in the event that the unit member fails to render the agreed upon period of service in the employ of the governing board following the return of the unit member from the leave of absence. The bond shall be exonerated in event the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member.
 - b. In the event the recipient of a sabbatical leave fails to render the agreed upon period of service to the Baldwin Park Unified School District, the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon.
 - c. In the event the unit member has either furnished an indemnity bond or the governing board has approved a written agreement with the unit member to return to the service of the District and has waived the furnishing of the bond, and the unit member defaults, the District shall be reimbursed either from the proceeds of the bond or by the unit member for that portion of time left unserved.
10. In the event the unit member requests an additional leave of absence without pay at the completion of the sabbatical leave, he/she must submit, along with the request for the additional time, a signed amendment to the bond in which the bonding company agrees to extend its obligation to perform for the period of the extended leave.
11. For salary schedule placement purposes, the time spent on sabbatical leave shall be considered as equivalent to service in the District.
12. The Baldwin Park Unified School District shall not be held for any liability for the payment of any compensation or damages arising from the death or injury of any unit member while on leave of absence.
13. Unit members on sabbatical leave shall be entitled to first-person health insurance coverage.

Q. Catastrophic Leave

1. A unit member who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.

2. "Catastrophic illness" or "injury" means a physical illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member's family which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.
3. In order to be eligible for the catastrophic leave program, the unit member must have exhausted all current and accumulated sick leave entitlement; however, he/she may apply for the leave prior to exhausting all leave time.
4. A unit member requesting donated sick days from the catastrophic leave program must complete a form, Request for Catastrophic Leave Program, and submit the form to the Human Resources Office. The Human Resources Office shall forward a copy of the request to Payroll to verify the unit member's sick leave balance and eligibility.
5. The Human Resources Office shall convene a Committee consisting of two Association members and one District administrator within ten (10) working days of the receipt of the unit member's request to use the catastrophic leave program. The Committee shall determine the eligibility of the unit member requesting sick days from the program and may request additional evidence to support the unit member's request. The decision of the Committee shall be sent to the unit member and Human Resources Office within five (5) working days of the date the Committee convened and finalize its determination on eligibility. The decision of the Committee shall be final and binding and not subject to the grievance procedure contained by this Agreement.
6. It is not the intent of the catastrophic leave program to compensate for routine maternity and/or childcare leave unless it meets the definition of catastrophic illness or injury; and/or for lingering health problems that are not considered life threatening and/or regular periodic illness.
7. Any permanent unit member who has an equivalent of 80 hours of earned sick leave may contribute a minimum of 8 hours, up to a maximum of 40 hours of his/her personal sick leave (in 8-hour increments) per fiscal year by notifying the Human Resources Office on a form, Catastrophic Leave Program Donation.
8. Donated sick leave days shall be logged in time-stamped under the donor's name and deducted from each donor's accrued sick leave on a rotational basis, 8 hours at a time for the duration of the catastrophic leave period. Deduced sick leave hours shall not be retrievable by the donating unit member. Any unused donated hours shall be returned to the donating unit member's accrued leave.