Side Letter of Agreement
By and Between
KERN COMMUNITY COLLEGE DISTRICT
and the
KERN COMMUNITY COLLEGE DISTRICT COMMUNITY COLLEGE
ASSOCIATION/CTA/NEA

The Kern Community College District ("District") and the Kern Community College District Community College Association/CTA/NEA ("CCA") hereby agree to the following Side Letter for Article Twelve, Absences and Leaves, Section 3. Catastrophic Leave.

This Side Letter specifically supersedes language on Catastrophic Leave found on page 101 in the 2017-2020 collective bargaining agreement between the District and CCA (see strike-out language in proposed contract language below). This Side Letter shall take effect August 20, 2018 and continue through June 30, 2020. Absent mutual agreement between CCA and the District to negotiate changes to the language in this side letter, this side letter shall become a part of Article Twelve, Absences and Leaves, in the 2020-2023 collective bargaining agreement as Section 3. Catastrophic Leave (Section 3. follows strikeout language from page 101 below).

3. Catastrophic Leave

a. Any full-time faculty member may donate a portion of his/her sick leave days to a full-time faculty member who has exhausted his/her accumulated sick leave days. Determination of eligibility to receive catastrophic sick leave donations will be the same as eligibility for the one hundred (100) days of differential pay (Education Code 87786 and CCA contract Articles 12.B.4 and 12.B.6.a). See Catastrophic Leave Request and Catastrophic Leave Donation forms on the District’s portal under “Employee Forms” tab.

b. Any transfer of sick days must be in writing. This transfer of sick leave days will be added to the sick faculty member’s leave after he/she has exhausted all accumulated sick leave and the one hundred-day (100-day) differential leave allowed by Education Code 87786 and CCA contract Articles 12.B.4 and 12.B.6.a.

c. A faculty member may receive up to forty (40) days of donated sick leave per illness/injury.

d. Faculty who are contributing to another faculty member’s catastrophic leave must maintain a personal sick leave balance of not less than forty (40) days after contributing.

e. The District and CCA shall establish procedures regarding the banking of unused donated sick leave to be used for catastrophic leave for faculty. Once finalized, these procedures shall become a Side Letter and incorporated into this collective bargaining agreement.
ARTICLE TWELVE — ABSENCES AND LEAVES

ARTICLE TWELVE
C. Catastrophic Leave for Full-Time and Part-Time Faculty Members Side Letter

1. The parties agree to the establishment of a Full-Time Faculty Catastrophic Leave Bank and a Part-Time Faculty Catastrophic Leave Bank for eligible members to use in case of catastrophic illness or injury.

2. Definitions:
   a. “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off of 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 employee because he or she has exhausted all of his or her sick leave and other paid time off (Ed Code 87045).
   b. “Sick Leave Donation” is defined as the number of sick leave hours that are given by a donating faculty member to another faculty member who is experiencing a catastrophic illness.
   c. “Accrued Sick Leave” means sick leave earned in the current year plus sick leave accumulated from prior years.
   d. “Catastrophic Leave Committee” means the group designated to administer the catastrophic leave bank. The Committee shall consist of two members: one (1) faculty member appointed by CCA, and one (1) District Human Resources representative appointed by the District. Each team also will have an appointed alternate in the event one person on either team is unavailable.

3. Establishing and Maintaining the Banks:
   a. The Full-Time Catastrophic Leave Bank shall be comprised of eligible tenured and probationary full-time faculty members who enroll in and donate sick leave to the bank. The Full-Time Catastrophic Leave Bank shall be capped at 4,375 hours (equivalent to 500 days).
   b. The Part-Time Catastrophic Leave Bank shall be comprised of eligible adjunct faculty members who enroll in and donate sick leave to the bank. The Part-Time Catastrophic Leave Bank shall be capped at 3,000 hours.
      1. The initial pools shall be established by a general call for donations during open enrollment in Fall 2018.
      2. Bank donations shall go into the banks and not directly to any individual.
      3. New eligible employees and continuing eligible employees who wish to join the bank during open enrollment or during a call to donate may do so even if the cap has been reached.
   c. The Catastrophic Leave Committee will review the number of days/hours in the banks to determine if further donations from members are required to replenish the banks. If a bank requires more leave donations, the Committee will announce this need and current members will be required to donate another sick day or in the case
of adjunct faculty, one (1) hour, by the end of the open enrollment period to enroll or maintain membership. Those who decline to donate would be opting out of the Catastrophic Leave Bank.

d. Sick leave donations to the Catastrophic Leave Banks are irrevocable.

4. Eligibility and Participation:
   a. The faculty member requesting use of the leave is a participant of the bank.
   b. The faculty member must submit a written request that includes a physician’s verification of the catastrophic illness or injury.
   c. No more than one head of household may utilize catastrophic leave at the same time. The Committee may make exceptions to this on a case-by-case basis.
   d. Tenured and probationary faculty with more than five (5) days of accumulated sick leave are eligible and may participate in the Full-Time Faculty Catastrophic Leave Bank. The full-time faculty member must have exhausted all available paid leave, including accrued sick leave and banked load when available and applicable, to be eligible to access Catastrophic Leave. A full-time faculty member shall not withdraw more than forty (40) days (8.75 hours per day) from the Full-Time Faculty Catastrophic Leave Bank within a 12-month period.
   e. Adjunct faculty members with more than ten (10) hours of accumulated sick leave are eligible and may participate in the Part-Time Faculty Catastrophic Leave Bank. An adjunct faculty member must have exhausted all available paid leave, including accrued sick leave, to be eligible to access Catastrophic Leave. An adjunct faculty member shall not withdraw more than eighty (80) hours from the Part-Time Faculty Catastrophic Leave Bank within a 12-month period.
   f. Faculty who elect to join the bank may do so only during open enrollment periods or during a call for donations to the bank, and they must wait thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it.
   g. Faculty who participate in the bank do so on a strictly voluntary basis.

5. Process for Requesting Donations:
   a. Only participants in the bank are eligible for withdrawals.
   b. The number of sick bank days/hours needed by the employee shall be specified in the initial request.
   c. A full-time faculty member may make an initial request of no more than twenty (20) days or 175 hours. A full-time faculty member may request another twenty (20) days by filing an additional request with the Committee. The maximum number of days allowed for a single injury/illness shall not exceed forty (40) days or 350 hours.
   d. An adjunct faculty member may make an initial request of no more than four (4) times the number of hours that the adjunct faculty member teaches per week. An adjunct faculty member may repeat this request one time by filing an additional request with the Committee. The maximum amount of time allowed for a single injury/illness shall not exceed eight (8) times the number of hours that the adjunct faculty member teaches per week.
   e. Catastrophic leave for adjunct faculty is only available for the current semester when the catastrophic illness occurs.
   f. Any donated days/hours unused by the employee shall be returned to the Catastrophic Leave Bank.
g. If the faculty member is personally unable to apply for catastrophic leave, an immediate family member or faculty member’s agent may make the request for the applicant.

h. All donated leave shall run concurrently with the full-time faculty member’s 100-day differential pay (Article 12, Appendix A) with the intent to minimize payroll deductions, by restoring to the extent possible, the faculty member’s salary. Adjunct faculty members are not eligible for 100-day differential pay.

i. Adjunct faculty members are eligible to receive his/her leave for the remainder of one (1) academic semester. The leave shall not exceed the academic semester.

j. Adjunct faculty members shall use donated leave as paid hours.

k. Donated leave shall be charged on an hour-for-hour basis. No distinction shall be made as to the differing pay rates of the donor and the recipient.

l. Donated leave for full-time faculty members shall not exceed the 100-day differential pay.

6. Process for Making Donations:
   a. The District shall establish an open enrollment period each year from Sept. 1-30 for faculty to participate in the Catastrophic Leave Banks. Once a faculty member becomes a participant in a bank, he/she shall not be required to re-enroll each year unless a call for donations is required.

   b. A full-time faculty member shall become a member by donating at least one (1) day, or 8.75 hours, of his/her accumulated sick leave. Overload sick leave may not be donated by a full-time faculty member. A full-time faculty member may contribute any number of days as long as he or she has (5) days, or 43.75 hours, of sick leave remaining. Full-time faculty shall donate leave in one-day increments (no less than 8.75 hours).

   c. An adjunct member shall become a member by donating at least eight (8) hours of his/her accumulated sick leave. An adjunct faculty member may contribute any number of hours as long as he/she has ten (10) hours of sick leave remaining. Adjunct faculty shall donate leave in hour increments thereafter.

   d. Upon retirement from the District, a faculty member may donate a portion or all of remaining sick leave to his or her Catastrophic Leave Bank; however, such donations should be made only after the faculty member has consulted with a retirement advisor about the impact of donations on pensions.

   e. Any faculty member who donates or withdraws sick leave shall sign an agreement stating the faculty member agrees to hold the District, CCA, and the Committee harmless for any and all claims and liabilities arising out of such deposit and/or its subsequent use. This section satisfies and supersedes any obligation of the District under California Education Code section 87045.

7. Catastrophic Leave Committee’s Role and Responsibilities:
   a. The Committee shall keep all donations and requests for sick leave days confidential.

   b. The Committee shall be responsible for receiving leave requests; verifying validity of requests; approving the full or less than full amount requested or denying requests; communicating its decision to affected employees; and soliciting donations of sick leave days.
c. Committee decisions are not reviewable through the grievance/arbitration provisions of this Agreement.

d. Upon request, the District Payroll Office shall provide the Committee with a statement detailing the number of days/hours withdrawn from each bank during the past year and the number of days/hours available in each bank.

e. If there are insufficient days/hours in a bank, the Committee may be unable to approve a catastrophic leave request. Neither the District, CCA, nor the Committee shall be legally responsible if there are insufficient days in the bank to accommodate a catastrophic leave request.

f. If a Catastrophic Leave Bank is terminated for any reason, the days/hours remaining in the bank shall be equally distributed to the then-current members enrolled in the bank. In the event of a natural disaster or catastrophic event having a widespread impact on the faculty and/or the District, the Committee shall retain the right to suspend the provisions of this Article, and it will provide notice to the District and to CCA.

Dated: April 30, 2018

FOR THE DISTRICT:  

Tonya Davis  
Vice Chancellor, Human Resources  
KCCD

FOR CCA:

Tom Greenwood  
President and Chief Negotiator  
KCCD CCA