

Tentative Agreement  
District – CCE Negotiations  
January 22, 2007

Classification

15.B.15      Catastrophic Leave

15.B.15.1 General Provisions

- 15.B.15.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time classified employees as authorized by Section 87045 of the *California Education Code*.
- 15.B.15.1.2 For the purposes of this Article, 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 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 employee because he/she has exhausted all of his/her sick leave and other paid time off.
- 15.B.15.1.3 The CLB is intended to provide an extended period of time off work after the exhaustion of all other full-paid leaves for either an employee who has suffered an incapacitating illness or injury, or an employee to care for an incapacitated member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.
- 15.B.15.1.4 Sick leave day is donated by employees in hours.
- 15.B.15.1.5 Definition - The term "domestic partner" for purposes of this Article shall have the same meaning as that definition in Family Code §297 added by Chapter 588 of the Statutes of 1999 and amended in 2001. The law defines domestic partners as "two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring." The requirements to establish a "domestic

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relationship" are contained in state law and also in Appendix \_\_\_\_.

15.B.15.2 Donations

- 15.B.15.3.1 Employees may donate sick leave days to the CLB if they have a minimum accumulated sick leave balance of at least one hundred ninety-two (192) hours or more. For part-time employees the minimum sick leave balance shall be pro-rated in proportion to their percentage of assignment. Employees may donate sick leave days, so long as the donating employee's accrued sick leave balance does not fall below the minimum accumulated sick leave balance.
- 15.B.15.3.2 Donations of sick leave shall be voluntary.
- 15.B.15.3.3 Donations of sick leave shall be irrevocable. Donated leave becomes the property of the Catastrophic Leave Bank.
- 15.B.15.3.4 Whenever the balance in the CLB falls below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the CCE, and the CCE shall issue a call for donations.
- 15.B.15.3.5 Employees may donate sick leave to the CLB at any time.
- 15.B.15.3.6 Donations shall be made on the CLB Donations Form, dated and signed by the donor. Donation forms shall be submitted to the Payroll Services office with copies furnished to Human Resource Services and the CCE.

15.B.15.3 Withdrawal Guidelines

- 15.B.15.3.1 CLB withdrawals shall be approved by the Catastrophic Leave Bank Committee. The Catastrophic Leave Bank Committee shall be comprised of two administrators appointed by the Superintendent/President or designee and two (2) classified members appointed by the CCE.

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- 15.B.15.3.2 The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury (“disability”) as defined in Article 9.16.1.2.
- 15.B.15.3.3 The applicant will have exhausted all other full-paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.
- 15.B.15.3.4 Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals shall be in hourly increments.
- 15.B.15.3.5 Employees currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.
- 15.B.15.3.6 If an applicant is eligible for extended sick leave (substitute differential pay), the leave drawn from the CLB will be prorated to bring the employee up to his/her base salary.
- 15.B.15.3.7 An employee using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.
- 15.B.15.3.8 An employee shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury; withdrawals for part-time employees shall be prorated based upon their percentage of assignment.
- 15.B.15.3.9 Withdrawals from the CLB shall be terminated whenever:
  - 15.B.15.3.9.a The employee is able to return to work or the immediate family



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- member no longer needs home care to be provided by the employee
- 15.B.15.3.9.b The employee receives a monthly disability income from another source
- 15.B.15.3.9.c The employee's employment with the District is terminated
- 15.B.15.3.9.d The CLB runs out of donated sick leave.

15.B.15.4 Withdrawal Procedure

15.B.15.4.1 An employee may withdraw sick leave from the CLB when all of the following requirements are met:

- 15.B.15.4.1.a A physician certifies that the applicant or immediate family member is disabled by illness or injury
- 15.B.15.4.1.b If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her classification
- 15.B.15.4.1.c If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary
- 15.B.15.4.1.d The physician certifies that the disability is expected to continue for more than thirty (30) days
- 15.B.15.4.1.e The employee (or his/her authorized agent) submits an application on the CLB Withdrawal Form

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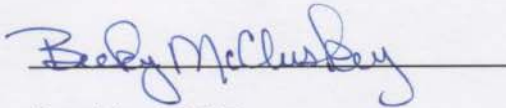
- 15.B.15.4.1.f The employee's application is approved by the Catastrophic Leave Bank Committee.
- 15.B.15.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.
- 15.B.15.4.3 The certifying physician shall state the employee's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the employee is able to perform his/her essential duties. The CLB Committee may determine that the employee is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.
- 15.B.15.5 Privacy Rights
- 15.B.15.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.
- 15.B.15.5.2 The District, the CCE and/or the CLB Committee shall not disclose information about the employee's health or condition, except as authorized by the employee or his/her agent.
- 15.B.15.6 Agent for the employee
- 15.B.15.6.1 If the treating physician certifies that the employee's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the employee may act as the employee's agent (see Section 9.9.3 for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the employee may act on the employee's behalf.

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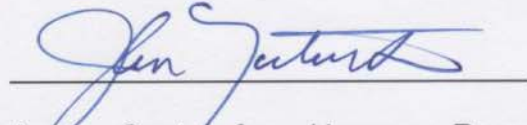
Date: February 12, 2007

For the CCE:

A handwritten signature in blue ink, appearing to read "Boby McCluskey", written over a horizontal line.

President CCE  
Services

For the District:

A handwritten signature in blue ink, appearing to read "Glen Jatur", written over a horizontal line.

Asst. Supt. for Human Resource



## DOMESTIC PARTNERS

In California, and also under this Agreement, a domestic partnership shall be established when all of the following requirements are met:

1. Both partners have a common residence. The term "common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
2. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership. The term "basic living expenses" means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner. The term "joint responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for him or herself.
3. Neither person is married or a member of another domestic partnership.
4. The two persons are not related by blood in any way that would prevent them from being married to each other in California.
5. Both persons are at least eighteen years of age.
6. Either of the following (but see Special Exception below):
  - a. Both persons are members of the same sex.
  - b. One or both of the persons meet the eligibility criteria under Title II of the federal Social Security Act as defined in 42 U.S.C. §402(a) for old-age insurance benefits, or Title XVI of the federal Social Security Act as defined in 42 U.S.C. §1381 for aged individuals.
7. Both persons are capable of consenting to the domestic partnership.
8. Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law which has not been terminated pursuant to applicable law.

9. Both persons file a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law.

In order to receive any benefits in this Agreement for "domestic partners", all requirements set forth above must be met, and the District must receive a copy of the registered form of the Declaration of Domestic Partnership which has been returned to the domestic partners from the California Secretary of State (Family Code §298.5). The District may require verification and/or evidence of compliance in addition to receipt of a copy of the registered form of the Declaration of Domestic Partnership. The burden of proof is on the eligible employee seeking benefits. Eligible employees who may obtain benefits pursuant to this Agreement shall immediately notify the District in writing whenever the domestic partnership is terminated (Family Code §299).

**Special Exception:** The term "domestic partner" for purposes of this Agreement also shall mean two persons of the opposite sex who meet all the requirements set forth above except for number (6); and who share one another's lives in an intimate and committed relationship of mutual caring. In addition, the eligible employee must provide written verification under penalty of perjury to the District, and other evidence that the District may require, that all those requirements have been met, and the two persons have been sharing a common residence for at least twelve (12) continuous months without interruption. Eligible employees who do obtain benefits pursuant to this "local exception" shall immediately notify the District in writing whenever the domestic partnership is terminated.