



**Palomar Community
College District**

**Confidential and Supervisory
Team (CAST) Handbook**

Approved by Governing Board: June 10, 2003

Revised: February 14, 2006



**RECEIPT FOR
PALOMAR COMMUNITY COLLEGE DISTRICT
CONFIDENTIAL AND SUPERVISORY TEAM HANDBOOK**

I, the undersigned, acknowledge receipt of the Confidential and Supervisory Team Handbook for the Confidential and Supervisory Team employees of the Palomar Community College District.

I further understand that I am required to read and become familiar with all the provisions of these policies and the Vice President for Human Resources Services will answer any questions concerning these policies.

I understand that neither this handbook nor any provisions of this handbook is or implies an employment contract or any other type of contract.

Printed Name

Signature

Department Date

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PALOMAR COLLEGE INTRODUCTION

PALOMAR COLLEGE'S VISION

Learning for Success

PALOMAR COLLEGE'S MISSION

Palomar College is an educational leader committed to quality learning. We provide our community knowledge, information, skills, and aesthetic appreciation necessary to live responsibly, effectively and creatively in an interdependent and changing world.

PALOMAR COLLEGE'S VALUES

Palomar College is a learning community dedicated to achieving student success and cultivating a love of learning. We strive to improve performance and outcomes based on evidence. To provide the highest quality learning and cultural experiences, we are guided by our core values of:

- Achieving excellence in teaching, learning, and service
- Fostering integrity as the foundation for all we do
- Providing access to our programs and services
- Ensuring equity and fair treatment in all policies, processes, and procedures
- Celebrating diversity in people, philosophies, cultures, beliefs, programs, and learning environments
- Supporting inclusiveness of individual and community viewpoints in collaborative decision-making processes
- Promoting mutual respect and trust through open communication and actions
- Supporting innovation to enhance and enrich learning environments and services

CAST INTRODUCTION

Welcome to the Confidential and Supervisory Team (CAST) at Palomar Community College. This handbook was written to help make your transition to Palomar as smooth as possible; we welcome your input, your questions, and your enthusiasm. We work hard and have a sense of joy and pride in our accomplishments and in whom and what we are. We are aware of the important role Palomar plays in the community and are proud of the quality education we offer. For further information about CAST, please refer to our web page at <http://www.palomar.edu/cast>.

DEFINITION

“Confidential Employee” means any employee of the District who, in the regular course of his/her duties has access to confidential information which contributes to the development of management proposals and decisions with respect to employer-employee relations.

[Government Code Section 3540.1(c)]

“Supervisory Employee” means any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

[Government Code Section 3540.1(m)]

OUR MISSION

The Confidential and Supervisory Team supports the Mission Statement of Palomar College:

Palomar College is an educational leader committed to quality learning. We provide our community the knowledge, information, skills, and aesthetic appreciation necessary to live responsibly, effectively, and creatively in an interdependent and changing world.

The primary goal of the Confidential and Supervisory Team is to provide exceptional services and programs to the students of the Palomar Community College District.

TERMS AND DEFINITIONS GLOSSARY

This glossary is specifically limited to terms covered in this handbook.

A

Accrued Sick Leave

Days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.

Associated Student Government (ASG)

All students registered at Palomar College are members of the Associated Student Government and shall be accorded the right to vote in College-wide elections of the Associated Students.

B

Budgets

A budget is a plan that shows what money you plan on spending.

Bumping Rights

Employees who have passed probation are eligible to either exercise 'bumping' rights or be placed on the College layoff list.

C

CAST

Confidential and Supervisory Team.

Catastrophic Illness

The purpose of this proposal is to provide an additional resource for Palomar College Confidential and Supervisory Team members faced with either their own serious illness or the serious illness of an immediate family member.

Child

A biological, adopted, or foster child, a step-child, a legal ward or a child of a person standing *in loco parentis* who is either (a) under eighteen (18) years old or (b) over eighteen (18) years old and incapable of self-care because of a mental or physical disability.

D

District

Use of the term "District" or "the District" in this document refers to the Palomar Community College District.

Domestic Partner

“Domestic partnership”, for these purposes, is limited to mean two individuals who live together in an intimate, long-term relationship of indefinite duration, with an exclusive mutual commitment, in which the partners share basic living expenses and agree to be financially responsible for each other’s well-being. It should further be stipulated that partners are not married to anyone else, do not have another domestic partner, and are not related by blood, closer than would bar marriage in their state of residence. Employees must sign a declaration that the foregoing conditions have been met, as part of the process of enrolling their partners.

E

Equal Employment Opportunity

Equal employment opportunity (EEO) is offered to all employees and applicants for employment without regard to such matters as race, sex, color, age, religion, ancestry, creed, national origin, political belief, marital status, sexual orientation, medical condition, physical or mental disability, or Vietnam Era veteran status. The District affirms its commitment to non-discrimination in recruitment, screening, testing, selection, hiring, compensation, employment benefits, promotion, learning opportunities, access to programs, work assignments, application of discipline, layoffs, recalls, access to grievance procedures, terminations, and any and all other conditions of employment which are provided by District policy, regulation, rule or practice.

Executive Council

The Executive Council is comprised of a President, Vice President and Secretary/Treasurer who provide formal means of communication between the CAST members and the District.

Extended Sick Leave

Leave of up to one hundred (100) days compensated at fifty-percent (50%) of salary.

Employee Benefits

All benefits provided to be made available to the Confidential and Supervisory Team members by the District, including group life insurance, health insurance, disability insurance, sick leave, vacation, educational benefits and pensions, regardless of whether such benefits are provided by a practice or written policy of the District.

Employment in the Same Position

Employment in the position that the employee held prior to taking a family care and medical leave.

Employment in an Equivalent Position

A position that has the same or similar duties, pay, and employment benefits, and which can be performed at the same or similar geographic location, as the position held prior to the leave.

F

Family Care and Medical Leave

Confidential and Supervisory Team members are required to have completed more than one (1) year of continuous service with the District to be eligible for family care and medical leave

G

Governing Board

The final authority for governance at Palomar College is the Governing Board. The Governing Board delegates authority to the Superintendent/President who in turn shares that authority as appropriate through the process of collegial governance.

Grievance

A member of the Confidential and Supervisory Team who feels she/he has been treated unfairly or has been adversely affected by a violation, misinterpretation, or misapplication of a specific District policy may file a formal written complaint or allegation. This procedure may not be used to challenge or change a policy, regulation or established procedure of the District, but to resolve an identified complaint regarding a specific violation.

Group Health Plan

Any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employees, employees, former employees, or the families of such employees or former employees.

H

Health Care Provider

An individual:

- Holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or
- Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
- Who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family Care and Medical Leave Act of 1993; or
- Who is a certificated Christian Science Practitioner

I

Industrial Accident and Illness

A work-related injury or illness.

Intermittent Leave

A leave taken in separate blocks of time due to a single illness or injury and may include leave period from one hour or more to several weeks.

J

K

L

M

Meet & Confer

To enable the CAST Executive Council to meet with District representatives to discuss working conditions, salary and benefits, and other related issues. Proposals or agreements reached during these meetings are subject to review and approval by the District and the Governing Board when they affect changes in District policy.

Member of Immediate Household

A person whose regular residence is the home of the employee and who has resided with the employee for at least twelve (12) continuous months.

O

Ombudsman

Appointed by the CAST Executive Council to receive and investigate complaints made by individuals against abuses, report findings, and help achieve equitable settlements.

P

Parent

A biological, foster, or adoptive parent, a stepparent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was with child.

Professional Development

Confidential and Supervisory Team members on fifty percent (50%) or more regular contract are eligible for professional development leave after six (6) consecutive years of administrative service or after six (6) years of service have lapsed since a paid professional development leave.

Professional Growth

The purpose of the Classified Professional Growth Program is to provide incentive to classified employees to enhance and update their performance in classified service by offering avenues of improvement through continuing education and involvement in professional organizations and associations.

Q

R

Reduced Leave Schedule

A leave schedule that reduces an employee's usual number of working hours per day or per week.

S

Serious Health Condition

An illness, injury, impairment or physical or mental condition which involves either of the following:

- Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or
- Continuing treatment or continuing supervision by a health care provider

Sick Leave

Days for which an employee is paid but is not required to work because of illness or injury.

Spouse

A husband or wife according to California state law.

T

Tax Sheltered Annuity (TSA)

Within the provisions of California law, it is the policy of the Governing Board to honor the written request of employees to allow purchase of an individual tax-sheltered annuity.

Timesheet

Absence reports for the previous month are included in the envelope with employees' checks or advices. Absence reports are due the first day of the next month. Absence reports are used to report hours not worked. Employees are to report any sick, personal necessity (include reason), vacation, compensatory time, bereavement leave (relationship and State), jury duty, industrial accident, off salary time and other absences. Other absences would include any time off with no pay or critical illness of immediate family member. All absence reports must be signed by the employee and their supervisor.

U

Unused Vacation

Upon termination, retirement or resignation from the District, employees are entitled to be paid for unused vacation earned in the current or previous accrual year up to a maximum of thirty (30) days at their current rate of pay (except that forty-four (44) days would be paid per 172.6, Special Provisions).

V

Vacation

Every community college district shall grant to regular classified employees an annual vacation at the regular rate of pay earned at the time the vacation is commenced. The vacation shall be as determined by the District.

Voluntary Demotion

A voluntary reduction in hours of a regular assignment by an employee in a specific position or a voluntary movement to another position in a lower classification.

W

Workday

The length of the workday shall be designated by the District for each classified position at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The District may change the times of an employee's assignment.

Workweek

The workweek for full-time classified employees shall consist of five (5) consecutive days within any week at eight (8) hours per day and forty (40) hours per week. A week shall be defined as a seven (7) day period from 12:01 a.m. Sunday through midnight on Saturday.

X

Y

Y-Rated

Current salary is frozen.

Z

SALARY GUIDELINES & RECLASSIFICATIONS

SALARY STRUCTURE

The current salary schedule for Confidential and Supervisory Team employees is available through the following web page link:

<http://www.palomar.edu/hr/salaryinfo>

SALARY PLACEMENT

Placement beyond Step 1 must have the written recommendation of the appropriate executive administrator and the approval of the Superintendent/President or designee. Current Confidential and Supervisory Team employees who are promoted to a position in a classification, within CAST, in a higher salary range, the salary shall at a minimum be adjusted to Step 1 of the new classification provided that there is at least a 5% increase. If Step 1 is lower than the employee's current salary, the employee shall at a minimum be assigned to a step on the new salary range that is the next higher dollar amount above the current salary that represents at least a 5% increase. Promotional salary increases above 5% may be made within the discretion of the District based on experience, length of service, skills, increase in level of responsibility and internal equity.

SALARY ADVANCEMENT

Salary advancement shall occur annually on July 1 until the maximum step has been reached. Other salary increases are considered annually. New employees hired on or prior to the first day of the spring semester will advance on the following July 1. New employees hired between the first day of spring semester and the following July 1 will advance on the salary schedule on July 1 following one full year of employment.

RECLASSIFICATION

Confidential and Supervisory Team members may initiate out-of-sequence requests for position reclassification in extenuating circumstances. Such requests are made when changes occur that significantly affect the position, such as changes in complexity, organization, scope of management responsibility, job demands, extent of authority, or accountability in decision making. Position reclassifications require Governing Board approval. A written explanation is provided to the employee and supervisor whenever a request is denied. Reviews are conducted by Human Resource Services.

DIFFERENTIAL PAY

Any employee who is required to work between 6:00 p.m. and 10:00 p.m. as part of the employee's regularly scheduled work hours shall receive differential pay of 3%. Any employee who is required to work between 10:00 p.m. and 6:00 a.m. as part of the employee's regularly scheduled work hours shall receive differential pay of 5%.

BILINGUAL STIPEND

Any employee who is required to be bilingual as part of the job description or who is specifically designated in writing by the District to serve as a bilingual interpreter shall receive a monthly stipend of \$50.00.

PROCEDURE FOR OUT-OF-SEQUENCE RECLASSIFICATION REQUESTS

1. An employee, the employee's supervisor, or Human Resource Services (District) may initiate a Request for Reclassification.
2. A Request for Reclassification may be initiated at any time. Normally, it shall take no more than 30-days to review a position. In any case, a progress report shall be issued by Human Resource Services thirty (30) days after receiving a request.
3. A Request for Reclassification requires the approval signatures of the employee's supervisor and appropriate Executive Administrator.
4. The Request for Reclassification, along with an updated position description, is submitted to Human Resource Services for review.
5. As a part of the review process, Human Resource Services may schedule an onsite audit of the position.
6. The final recommendation including title, salary range, and initial placement will be reviewed with the employee and supervisor prior to submission to the Superintendent/President for approval and submission to the Governing Board for action. The final recommendation will be made no later than sixty (60) days after receipt of the Request for Reclassification and updated position description.
7. An employee may submit a written appeal within five (5) working days of receiving notice of the final recommendation.
8. The Appeals Committee shall be composed of two (2) members selected by the Confidential and Supervisory Team and two (2) members selected by the Administration. Each member shall have one (1) vote. Ordinarily, within thirty (30) days of receiving an appeal from an employee, the Appeals Committee shall make a recommendation to the Assistant Superintendent/Vice President for Human Resource Services who shall make the final recommendation as set forth in paragraph number six (6) above.
9. Exceptions to timeframes may be made upon mutual consent of the parties involved.
10. Requests that result in a reclassification will become effective the first of the month following Governing Board approval.

RECLASSIFICATION, TRANSFER, DEMOTION WITHIN CAST

The appropriate Vice President, in consultation with the Assistant Superintendent/Vice President for Human Resource Services, must make salary recommendations for all of the following. All such salary changes require the approval of the Superintendent/President and the Governing Board.

1. An employee whose position is reclassified to a higher salary range shall be placed on the first step of the appropriate range, which provides a minimum five percent (5%) upward adjustment in salary.
2. An employee who transfers from one position to another in the same salary range shall receive no salary adjustment.
3. An employee on the Confidential and Supervisory Team salary schedule who voluntarily demotes to a position in a lower salary range shall be placed at the same or lower step in the new range. Salary will be determined based on qualifications, experience, and internal equity considerations.
4. a) In case of layoff of same classifications, seniority bumping rights will prevail.
b) An employee on the Confidential and Supervisory Team who is demoted involuntarily as a result of disciplinary action shall be placed on the new salary range in accordance with the terms of the disciplinary action. Such placement may be at a lower step in the new range than the employee's current step. It may not be higher than the employee's current step.

EVALUATION PLAN

The primary purpose of performance evaluations are employee development and improved communication between the supervisor and the employee regarding the employee's level of job performance and a mutual understanding of performance requirements and contributions. Performance evaluations are conducted annually and should indicate the areas in which the employee is performing satisfactorily, where improvement is needed, and where the employee has made unique and significant contributions to the Department/Office or to the College. The rating and evaluation of an employee should be conducted in a manner aimed at improving employee performance.

The current Confidential and Supervisory Team employee's evaluation instrument is available through the following web page link:

<http://www.palomar.edu/cast>

TRANSFER/VOLUNTARY DEMOTION

New or vacant Confidential and Supervisory Team positions will be posted internally for a period of five (5) work days before outside recruitment begins. Any permanent Confidential and Supervisory Team member who is currently at the posted range or higher may apply for a transfer/voluntary demotion by submitting a letter indicating such interest by 5:00 p.m. of the final day of position to Employment Services.

PROMOTION

The Confidential and Supervisory Team encourages employees to apply for promotional opportunities in the District for which they are qualified through the outside recruitment process. Promotions are based on the ability, qualifications and potential of all candidates for the position. Palomar College seeks to hire and promote those applicants who best meet the needs of the District.

BENEFITS OVERVIEW

VACATION POLICY

ENTITLEMENT

Probationary and permanent Confidential and Supervisory Team employees are entitled to accrue paid vacation in accordance with the terms of this policy:

1. Vacation is accrued on a monthly basis commencing with the first month of employment.
2. Employees who have a regular assignment of forty (40) hours per week shall accrue vacation as follows:

| | |
|----------------------|--|
| 0 – 5 years service | 1.50 days per month (18 days per year) |
| 6 - 10 years service | 1.70 days per month (20 days per year) |
| 10+ years of service | 2 days per month (24 days per year) |
3. Employees who have a regular assignment of less than forty (40) hours per week accrue vacation computed pro rata for the hours of their regular assignment.

USE OF VACATION

1. A maximum of thirty (30) days (240 hours) of vacation time can be carried over from year to year. Vacation time accrued beyond the maximum must be taken during the fiscal year in which it is earned or during the following fiscal year.

Vacation time accrued beyond the maximum must be taken during the fiscal year in which it is earned or during the next accrual year. Vacation time earned and not used may be accumulated up to a maximum of thirty (30) days that may be carried over from year to year. Accrued vacation beyond thirty (30) days not used in the current or succeeding accrual year will be lost and no compensation shall be paid to employees who fail to use their vacation entitlement.

Employees eligible for the special provisions may carry over forty-four (44) accrued vacation days from year to year. Accrued vacation beyond forty-four (44) days not used in the current or succeeding accrual year will be lost, and no compensation shall be paid to employees who fail to use their vacation entitlement (that is, an eligible employee may have a "reserve" of 30 or 44 vacation days that he/she may elect to use or to be paid for at termination, resignation or retirement). Ongoing accruals must be used in the year in which they are earned or in the following year, or they are forfeited without pay.

2. Beginning July 1, 1996, when an employee accrues the maximum allowable vacation days, the employee shall not accrue any additional vacation days beyond the maximum accrual until vacation days are used to reduce the accrual below the maximum. Effective July 1, 1996, employees with vacation accruals in excess of the maximum will cease to accrue vacation until the excess accrual is used.

3. If an employee has accrued the maximum number of vacation days, an exception to item 2 (above) may be granted if the needs of the District require denial of vacation leave or if the employee is on sick leave. The written request will require approval of the immediate supervisor, the appropriate Vice President, and the Superintendent/President. Any increase in the maximum that is approved must be taken within six months from the date of approval unless the employee is on sick leave or other approved leave of absence.
4. Vacation may not be taken in advance except under extenuating circumstances with authorization from the appropriate Executive Administrator.
5. Whenever an employee retires or resigns from the District, the last day actually worked by the employee shall be the effective date of retirement or resignation unless otherwise mutually agreed to in writing by the employee and the Assistant Superintendent/Vice President for Human Resource Services. Accumulated vacation shall not be used to extend the effective date of retirement or resignation.

PAYMENT FOR UNUSED VACATION

1. Upon termination, retirement or resignation from the District, employees are entitled to be paid for unused vacation earned in the current or previous accrual year up to a maximum of thirty (30) days at their current rate of pay (except that forty-four (44) days would be paid per 172.6, Special Provisions).
2. The value of unused vacation credits up to a maximum of thirty (30) days earned in the current and previous accrual year by an employee who dies in District service will be paid to the employee's estate (except that forty-four (44) days would be paid per 172.6, Special Provisions).

MISCELLANEOUS

1. Employees are not entitled to accrue vacation while on leave without pay, during a break in service, or after the last day that service is performed.
2. Holidays, which occur during vacation periods, will not be charged to vacation.
3. If an employee's vacation becomes due during a period when she/he is on leave due to illness or injury, she/he may request that the vacation date be changed and the Supervisor may grant such request in accordance with vacation dates available at that time.
4. An employee shall be permitted to interrupt or terminate vacation leave to begin another type of paid leave without a return to active service, provided the employee supplies written notice and supporting information regarding the basis for such interruption or termination.

SICK LEAVE POLICY

Each member of the Confidential and Supervisory Team employed on a full-time basis is entitled to twelve (12) days per year leave of absence for illness or injury. A member of the Confidential and Supervisory Team employed for a full workweek, but less than a full fiscal year, is entitled to that proportion of twelve (12) days as the number of months they are employed bears to twelve (12).

Sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the employee's work year. Sick leave not taken in any year shall be accumulated from year to year.

Sick leave may be used for medical, psychological, dental or optical examinations or treatment.

VERIFICATION OF ILLNESS

The District may require verification of illness either in the form of a licensed physician's written statement or a statement by the employee describing the nature of the illness on a form acceptable to the District. Normally, a physician's statement will not be required for a short-term illness of forty (40) hours or less unless the District has valid grounds for requesting such a statement. The employee's immediate supervisor shall only issue a request for verification of illness.

SICK LEAVE ALLOWANCES

Each member of the Confidential and Supervisory Team employed on a full-time basis is entitled to twelve (12) days per year leave of absence for illness or injury. A member of the Confidential and Supervisory Team employed for a full work week, but less than a full fiscal year, is entitled to that proportion of twelve (12) days as the number of months they are employed bears to twelve (12). A permanent Confidential and Supervisory Team employee who resigns and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused, full-salary sick leave credits restored.

EXTENUATING CIRCUMSTANCES AND SPECIAL CONDITIONS

Confidential and Supervisory Team members who are unable to perform their duties because of legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

PERSONAL NECESSITY LEAVE

Leave, which is credited under sick leave above, may be used, at the member's election, for purposes of personal necessity provided that use of such personal necessity leave does not exceed seven (7) days in any school year. For the purpose of this article, a day shall be the hourly equivalent of the employee's assigned workday at the time the leave is taken.

For purposes of this Section, personal necessity shall be limited to:

- Death or serious illness of a member of the member's family (also see *Bereavement Leave*)
- An accident, which is unforeseen, involving the member's person or property, or the person or property of a member's immediate family
- Circumstances that are serious in nature and cannot be disregarded that necessitate the immediate attention of the employee, or a religious holiday, provided that under no circumstances shall leave be available for purposes of personal convenience or the extension of a holiday or a vacation period for matters which can be taken care of outside the work hours, or for recreational activities.

Before the utilization of personal necessity leave, a member must obtain prior written approval from the appropriate management person, except for circumstances where it is impossible to seek such approval or the above cases. Should the circumstances outlined above arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

Under all circumstances, a member shall verify in writing that the personal necessity leave was used only for purposes set forth above.

IMMEDIATE FAMILY

Immediate family includes spouse, children, domestic partner, grandchildren, siblings, parents and grandparents of the employee or spouse of the employee, siblings of parents or grandparents of the employee or the spouse of the employee, and spouses and children of said siblings. The aforesaid relationship may be natural, adoptive or established by marriage.

EXTENDED SICK LEAVE

Each member of the Confidential and Supervisory Team is credited once a year with a total of not less than one hundred (100) days of half-paid sick leave, including sick leave days under the sick leave policy. Such days of paid sick leave, in addition to those days of sick leave granted by the sick leave policy, are compensated at fifty percent (50%) of the employee's regular salary. Such additional days are exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled. With the agreement of the District, however, an employee may use other paid leave, holidays, vacation, or compensatory time before using the additional sick leave days compensated at fifty percent (50%) of the employee's regular salary. Such days of paid sick leave granted under this policy of extended sick leave are not accumulated from year to year.

CATASTROPHIC ILLNESS LEAVE POLICY

PURPOSE

The purpose of this proposal is to provide an additional resource for Palomar College Confidential and Supervisory Team members faced with either their own serious illness or the serious illness of an immediate family member.

BASIC PROVISIONS

The following provisions apply to the Catastrophic Illness Leave (CIL) bank available to Confidential and Supervisory Team members:

- Any Confidential and Supervisory Team member (excluding temporary replacements and Confidential and Supervisory Team members who have not completed the employment probationary period) with a balance of eligible leave credits of 160 hours or more after such donation, may donate hours to the bank, up to but not over 240 hours per year. Eligible leave credits vacation leave and sick leave accrued to the donating employee.
- Any Confidential and Supervisory Team member (excluding temporary replacement and Confidential and Supervisory Team members who have not completed the employment probationary period) may receive leave credits from the bank when approved in accordance with the required provisions.
- There will be no attempt to evaluate an hour donated or received on the basis of the pay rate of the donor or the recipient.

REVIEW AND OVERSIGHT

Applications for catastrophic illness leave will be reviewed by a task force comprised of two (2) members appointed by the Confidential and Supervisory Team, a member of the CAST Executive Council and a facilitator from Human Resource Services.

The task force will recommend approval of catastrophic illness leave (CIL) to an employee only in cases of catastrophic illness or injury as defined below:

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 immediate family requiring the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all their sick leave and other paid time off. Immediate family members are defined in the proposal to include only spouse, children or legal dependents.

The applicant (or their agent) for CIL must submit a request in writing. All requests must be accompanied by a physician's statement, which verifies catastrophic illness or injury (as defined above) of the employee or employee's immediate family member.

- The physician's statement and the applicant's request in determining the number of hours to be awarded to the applicant from the bank will guide the CIL task force.
- Every attempt will be made to protect the privacy of the applicant.

ESTABLISHING THE BANK AND COLLECTION DEPOSITS

- There will be an initial call from the Confidential and Supervisory Team for donations to establish the bank.
- There will be subsequent regular, periodic calls for donations.
- There will be calls for donations when the bank balance falls below 720 hours (Payroll Services will notify Human Resource Services (HRS) when the balance falls below 720 hours and HRS will notify the Confidential and Supervisory Team to send out a call for donations).
- Donations from those eligible to donate are accepted at any time.

ELIGIBILITY REQUIREMENTS

- Applicants must be full-time Confidential and Supervisory Team employees (excluding temporary replacements and Confidential and Supervisory Team employees who have not completed the employment probationary period) of Palomar Community College District.
- Applicants must have exhausted all accrued full-pay leave credits. If an applicant is eligible for extended sick leave (half-pay for Confidential and Supervisory Team members), the leave drawn from the bank will be prorated to bring the employee up to, but not over, their base salary excluding any premium compensation such as stipends or differentials.
- Since there are no separate budgetary provisions to pay for replacements, individual departments are responsible for back filling or covering the absence of Confidential and Supervisory Team employees on catastrophic illness leave from their allocation of personnel and/or discretionary budget allocations.
- Applicants receiving any other disability compensation (Long Term Disability, Workers' Compensation) may not concurrently receive CIL.

LENGTH OF LEAVE

- The maximum length of CIL is a total of 720 hours including those which utilize extended leave (see above note on prorated leave).
- The CIL task force will approve allotments not to exceed 240 hours at a time. A new request must be submitted to the CIL task force for hours in excess of 240 hours.

APPLICATION PROCESS

- A written application for Catastrophic Leave must be submitted to Human Resources Services (form is located at http://www.palomar.edu/cast/Catastrophic_Leave.pdf).
- The application must be accompanied by a physician's statement which documents that a serious illness exists and estimates the length of the illness.

DONATION PROCESS

- A written donation form must be submitted and signed by the donor (form is located at http://www.palomar.edu/cast/Catastrophic_Leave.pdf).
- Donation forms must be submitted to Human Resource Services (HRS).
- Once leave is donated, it becomes the property of the bank until the CIL task force authorizes its allocation to an applicant. Donation is completely voluntary. Employees are cautioned to consider their own present and future needs when determining how many hours to donate.

TERMINATION OF CATASTROPHIC LEAVE

CIL terminates when:

- The recipient receives any type of disability pay (Long Term Disability, Workers' Compensation).
- The recipient terminates employment with the District.
- The need no longer exists (based on physician's recommendation).
- The bank runs out of hours.
- Total number of hours requested and granted exceeds 720 hours.

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Industrial Accident and Illness Leave is provided by the District for the purpose of augmenting temporary disability payments during absences due to on-the-job injury or illness (as defined by the California Education Code Section 88192 for Classified Employees). Detailed information regarding industrial accident and illness leave is available from Human Resource Services (HRS).

FAMILY CARE & MEDICAL LEAVE

GENERAL DESCRIPTION

Eligible members of the Confidential and Supervisory Team are entitled to take up to twelve (12) weeks of unpaid leave in any twelve (12) month period for family or medical leave, inclusive of earned sick leave, for one of the following reasons:

- The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement
- To care for the employee's spouse, child, parent or member of immediate household with a serious health condition
- If an employee has a serious health condition that makes the employee unable to perform their job

If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

ELIGIBILITY FOR FAMILY CARE & MEDICAL LEAVE

Confidential and Supervisory Team members are required to have completed more than one (1) year of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by a Confidential and Supervisory Team member in that position. If an employee separates from service after attaining more than one (1) year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until they complete another year of service.

RIGHT TO FAMILY CARE & MEDICAL LEAVE

Subject to the terms and conditions stated in this policy, an eligible employee shall be granted an unpaid family and medical leave for up to a total of twelve (12) work weeks in any year after making a request and providing certification for such leave in accordance with the procedures set forth below:

This policy is intended to comply with the Federal Family Medical Leave Act of 1993, 29 U.S.C., 2601 et seq., and the California Family Rights Act of 1991 as amended October 5, 1993, California Government Code 12945.2. This policy shall be interpreted so that there will be no violation of either state or federal law.

REQUESTS FOR FAMILY CARE & MEDICAL LEAVE

1. If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days written notice is required.
2. If the employee learns of factors necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.

3. If the employee's need for the leave is foreseeable due to a planned medical treatment for the employee or planned supervision of a child, parent, spouse or member of the immediate household with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling or treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days' written notice is required.

CERTIFICATION OF SERIOUS HEALTH CONDITION FROM HEALTH CARE PROVIDER

1. If the leave is requested to care for a child, parent, spouse, or member of the immediate household with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.
 - a. The certification shall include:
 - The date on which the serious health condition commenced
 - The probable duration of the condition
 - An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care
 - A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, spouse, or member of the immediate household
 - b. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with the procedures set forth above.
2. If the leave is requested for the employee's serious medical condition, the District may require certification of the serious medical condition by their health care provider.
 - a. The certification shall include:
 - The date on which the serious health condition commenced
 - The probably duration of the condition
 - A statement that, due to the serious health condition, the employee is unable to perform the functions of their position
 - b. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with the procedures set forth above.
 - c. If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtains after the initial certification shall be at the District's expense.
 - d. Prior to returning to work after an employee has been granted family care and medical leave for their own serious medical condition, the District may require the employee to obtain certification from their health care provider that the employee is able to resume their duties.

RIGHT TO REINSTATEMENT

An employee returning from a family care and medical leave shall be assigned to the position they occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

INTERMITTENT OR REDUCED SCHEDULE LEAVE

Leave taken because of the serious health condition of the employee or the employee's spouse, child, parent, or member of the immediate household may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law.

Leave taken because of the birth of a child or placement of a child with the employee shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.

If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one for which the employee is qualified, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

TERMS OF FAMILY CARE & MEDICAL LEAVE

1. An eligible employee who requests family care and medical leave for their own serious health condition is required to use all accrued sick leave and extended sick leave. Since family care and medical leave is limited to duration of twelve (12) work weeks, it is unlikely the employee will run out of extended sick leave within the duration of the family care and medical leave for a particular individual serious health condition.
2. An eligible employee who requests family care and medical leave to care for the employee's spouse, child, parent, or member of the immediate household is required to use all personal necessity leave and accrued vacation as part of the twelve (12) work week period. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.
3. During the period of family care and medical leave, the District shall maintain coverage under the group health plan in which the employee is enrolled for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.
4. During the period of the family care and medical leave, the employee is entitled to continue to participate in PERS. The District is not required to make plan payments to any retirement plan or to count the leave period for purposes of time accrued under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize accrued vacation or other paid leave; applicable payments will be made to the retirement plan. In addition, accrued vacation or other accrued paid time off shall count towards time accrued under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care

and medical leave. Employees are allowed to continue making contributions to their retirement plan, in accordance with the terms of the plan, during the unpaid portion of the leave.

5. The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
6. The employee returning from family care and medical leave shall return with no layoff and seniority-related benefits, such as vacation.
7. Other than as set forth in this policy, the District shall not discharge, fine, suspend, expel, refuse to hire, or discriminate in any fashion against any individual who:
 - Utilizes the family care and medical leave set forth in this policy
 - Gives information or testimonies regarding the employee's own family care and medical leave, or another employee's family care and medical leave, in any inquiry or proceeding related to family care and medical leave

EFFECT OF FAMILY CARE & MEDICAL CARE ON PREGNANCY/DISABILITY LEAVE

Family care and medical leave is separate and distinct from disability leave for pregnant employees. Pregnant employees *may be* entitled to a disability leave in addition to a family care and medical leave.

LEAVES AVAILABLE

Leave taken under the pregnancy disability policy set forth in *Pregnancy Leave* runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) work weeks (approximately seven (7) months).

COMPENSATION DURING LEAVE

Leave necessitated by pregnancy, miscarriage, childbirth and recovery there from shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any other available extended sick leave during the period of the pregnancy disability/family care and medical leave.

The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available extended sick leave.

The employee may also elect, or the District may require, the employee to utilize any other paid leave during the pregnancy disability/family care and medical leave. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

EFFECT OF FAMILY CARE & MEDICAL LEAVE ON INDUSTRIAL ACCIDENT OR ILLNESS DISABILITY LEAVE

LEAVE AVAILABLE

Leave taken under the industrial accident or illness disability policy set forth in *Industrial Accident and Illness Leave* runs concurrently with family care and medical leave under both federal and California state law.

Eligible employees who suffer an industrial accident or illness on the job are entitled to sixty (60) days of leave at full salary less the amount of temporary disability payments provided by Workers' Compensation. Consequently, an eligible employee may take a combination industrial accident or illness disability/family care and medical leave for a maximum total of twelve (12) work weeks of family care and medical leave. The sixty (60) days of industrial accident disability leave shall be

deducted from the twelve (12) workweeks of family care and medical leave. All such payments of salary will be coordinated with any state disability Workers' Compensation or other wage reimbursement benefits for which employees may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Upon termination of the sixty (60) days industrial accident or illness leave, an employee may elect, or the District may require, the employee to use accumulated sick leave or extended sick leave to compensate the employee for the difference in pay between the workers' compensation temporary disability payments and the employee's regular salary. At no time shall the employee receive more than their full salary.

In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee must use any available extended sick leave during the remaining period of the industrial accident or illness leave/family care and medical leave.

When an employee has exhausted all available paid leave, they shall be notified, in writing, of the depletion of the leave. The employee shall be offered the opportunity to request additional unpaid leave within five (5) days of the mailing of such notification.

BENEFITS AND REINSTATEMENT PURSUANT TO COMBINED PREGNANCY DISABILITY/FAMILY CARE AND MEDICAL LEAVE OR INDUSTRIAL ILLNESS DISABILITY/FAMILY CARE AND MEDICAL LEAVE

BENEFITS DURING LEAVE

The District shall maintain coverage under the group health plan in which the employee is enrolled for employees who are eligible for either of the combination leaves for the length of the approved leave. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination leave.

Employees on a combination leave, whose paid coverage ceases in accordance with this policy, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Employees should contact Human Resources Services (HRS) for further information.

REINSTATEMENT

An employee returning from a combination leave shall be reinstated pursuant to the reinstatement rights set forth in the section *Right to Reinstatement*.

However, if an employee returning from a combination leave is unable to perform the essential functions of the job because of a physical or mental condition, the Americans with Disability Act (ADA) may govern the District's obligations to that employee.

CRITICAL ILLNESS OF FAMILY MEMBER

Members of the Confidential and Supervisory Team are entitled to three (3) days per year with pay in case of Critical Illness or Accident for a member of the immediate family or household. This leave is in addition to that allowed for personal necessity and is not deductible from any other authorized leaves or absences.

LONG-TERM LEAVES OF ABSENCE

ELIGIBILITY

Long-term leaves of absence (those in excess of thirty (30) calendar days) may be granted to permanent employees covered by this Handbook. Probationary employees are eligible for leave due to pregnancy or military leave only. All long-term leaves are taken with salary, except the first thirty (30) days of military leave.

APPLICATION FOR BENEFITS

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, with all necessary documentation attached, such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor in advance of the intended leave.

AUTHORIZED USES

Long-term leaves are authorized for the following uses:

HEALTH LEAVES (INCLUDING LEAVE DUE TO PREGNANCY)

A Confidential and Supervisory Team employee with insufficient leave or accrued employment time to qualify for sick leave, or who desires not to utilize accrued sick leave, may apply for health leave without pay. All requests for health leave must be accompanied by a physician's statement of incapacity and return to duty is dependent upon evidence of recovery.

LONG-TERM MILITARY LEAVE (MORE THAN THIRTY WORK DAYS PER YEAR)

A Confidential and Supervisory Team employee shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

- **SALARY ENTITLEMENT (FIRST THIRTY DAYS).** A Confidential and Supervisory Team employee who has a minimum of one (1) year of prior service with the District shall receive their salary for the first thirty (30) days of ordered military duty. Pay for such purposes (deemed to be one month's salary) shall not exceed thirty (30) days in any college year.
- **RETURN TO THE DISTRICT.** A Confidential and Supervisory Team employee, upon release from active duty, shall have the right of re-employment at any time within six (6) months of the termination of the ordered service. However, the employee shall not be entitled to sick leave, vacation or salary for the period the employee is on leave, except as noted above.

- **FORFEITURE OF DISTRICT POSITION.** A Confidential and Supervisory Team employee who voluntarily requests and obtains an extension of their tour of duty shall forfeit all rights of return to a position with the District.

OTHER LEAVES

A Confidential and Supervisory Team employee may be recommended for a long-term leave of absence at the discretion of the Superintendent/President.

LONG-TERM LEAVES OF ABSENCE

Long-term leaves of absence may be granted up to one (1) year and may be extended on a year-to-year basis upon recommendation of the Superintendent/President and approval of the Governing Board. The total period of leave may not exceed three (3) full years in addition to any remaining portion of the year in which the leave began.

RETENTION OF EARNED SICK LEAVE

Confidential and Supervisory Team employees who are granted long term leaves of absence shall retain any sick leave which they may have accumulated at the time of the leave, but shall not accumulate any additional sick leave rights during the leave period.

RETURN FROM LONG-TERM LEAVE

At the expiration of a leave of absence, a Confidential or Supervisory Team employee shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill, or, the employee may request a position in a lower grade.

SHORT-TERM LEAVES OF ABSENCE

ELIGIBILITY

Short-term leaves of absence of less than one (1) calendar month may be granted to any Confidential and Supervisory Team employee covered by this Handbook.

APPLICATION

Requests for short-term leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the Confidential or Supervisory Team employee's immediate supervisor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

AUTHORIZED LEAVES

Short-term leaves are those which include the following:

PATERNITY/ADOPTION LEAVE

Upon the birth of a child, or in order for any employee to make final arrangements to adopt a child, a Confidential or Supervisory Team employee, upon verbal request, shall be granted one (1) day of leave without loss of pay. Upon return to duty the Confidential or Supervisory Team employee must submit the appropriate leave request form and validating documents.

BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed three (3) days, and five (5) days if minimum travel of 400 miles one-way is required, may be granted to a Confidential and Supervisory Team employee upon the death of a member of their immediate family; or of any relative living in the immediate household of the employee, or of an individual with whom the employee had a spouse-like relationship.

- **Immediate family includes:** spouse, children, domestic partner, grandchildren, siblings, parents and grandparents of the employee or spouse of the employee, siblings of parents or grandparents of the employee or the spouse of the employee, and spouses and children of said siblings; the aforesaid relationship may be either natural, adoptive or established by marriage.
- Leave may be secured by verbal request, but require appropriate leave request form upon return to duty.

JUDICIAL LEAVE

Confidential and Supervisory Team employees will be provided leave for regularly called jury duty or to appear as a witness in court other than as a litigant, for reasons not brought about through the connivance or misconduct of the Confidential and Supervisory Team member. Upon knowledge of the appearance request, the Confidential and Supervisory Team member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave unless the Confidential and Supervisory Team member receives a notice to appear at a time that is less than ten (10) days away.

Any employee who is working an evening or alternate shift (not falling between 7:30 a.m. and 5:00 p.m. Monday through Friday) and is required to perform jury duty, may be temporarily reassigned to the day shift in mutual agreement with supervisor. The employee shall not be required to perform services for the District while the employee reports to jury duty, unless released before 12:00 noon.

If a negotiated holiday, not observed by the courts, occurs while an employee is serving jury duty, said employee shall receive an alternate holiday upon returning to their work assignment.

RELIGIOUS LEAVE

Confidential and Supervisory Team members may be granted personal leave without pay for the purpose of observing religious holidays if no personal necessity leave is available.

MILITARY LEAVE

Military leave required by the National Guard or Reserve Units shall be granted in accordance with the California Military and Veterans Code 395 (California Education Code 45059). To review current code, please refer to website <http://www.leginfo.ca.gov/calaw.html>.

RELEASE TIME FOR EXECUTIVE COUNCIL & GOVERNING BOARD MEETINGS

PRESIDENT

The President of the Confidential and Supervisory Team or designee shall be allowed up to a maximum of two (2) hours per week of reassigned time without loss of compensation to conduct business of the Confidential and Supervisory Team (CAST). This reassigned time is in addition to reassigned time without loss of compensation for meet and confer purposes or the processing the grievances. This reassigned time shall not be used for any concerted refusal to work or any political activity.

EXECUTIVE COUNCIL

The District shall grant one (1) hour of release time with no loss of compensation for a one (1) hour meeting per week for the Executive Council of the Confidential and Supervisory Team (President, Vice President, and Secretary/Treasurer). Time not used is not accumulated.

MEET AND CONFER PREPARATION

The District shall grant one (1) hour of release time with no loss of compensation for each four (4) hours of scheduled meet and confer sessions for the official meet and confer team for the Confidential and Supervisory Team.

PROFESSIONAL DEVELOPMENT LEAVE

GENERAL DESCRIPTION

1. Confidential and Supervisory Team members may be eligible for a maximum of three (3) months leave, within a six (6) year period.
2. The eligibility for leave and the utilization of such leave will occur on a six (6) year cycle (i.e., within a six year period). Confidential and Supervisory Team members may apply for a maximum of three (3) months leave. The minimum length of a paid professional development leave is two (2) weeks.
3. An employee may take only one (1) Confidential and Supervisory Team Professional Development Program leave in any one (1) year.
4. When approved, the leave may be taken either as consecutive month's full-time leave or as a reduction in normal workday and/or load for a period not to exceed one (1) year.
5. The Confidential and Supervisory Team member may apply for an off-campus (external) internship with his/her supervisor's approval. A Confidential and Supervisory Team member may not earn or receive pay from another organization or individual for the same work or activity for which this leave is granted, unless authorized under the terms of the approved leave request.
6. By accepting a paid professional development leave, the Confidential and Supervisory Team member is obligated to return for a period equal to twice the length of the leave period.
7. The number of eligible Confidential and Supervisory Team members on paid professional development leave in any one year shall not exceed five percent (5%) of the eligible contract staff as of July 1 of the fiscal year in which application is made, unless a greater percentage is approved by the Executive Administration and the Governing Board.
8. No more than one Confidential and Supervisory Team member may be on leave simultaneously from the same work unit unless a greater number is approved by the Executive Administration and Governing Board.
9. Vacation taken within sixty (60) calendar days of the beginning or ending date of the leave must be reviewed and approved in advance by the appropriate Executive Administrator.
10. Revisions must be submitted and approved by the Confidential and Supervisory Team Professional Development Committee prior to implementation of the revised activity.
11. Information provided must include the nature of the revised plan and the reason for the revision request.
12. Revision requests must be processed through the office of the executive administrator appropriate to the applicant's assignment.

13. Failure to complete professional development leave activities or a portion thereof, or failure to deliver an acceptable report by the deadline, or failure to request and be granted the appropriate extension, may result in any or all of the following:
 - A letter of reprimand from the Confidential and Supervisory Team Professional Development Committee placed in the employee's personnel file
 - A letter of unprofessional conduct placed in the personnel file
 - Full or partial payback of salary
14. A report and other acceptable evidence of the completion of commitments will be submitted to the Confidential and Supervisory Team Professional Development Committee within sixty (60) days of the last day of the leave. The Confidential and Supervisory Team Professional Development Committee shall be the final judge of successful completion.
15. During the leave, eligible staff members shall be paid their regular monthly salary, including *all* benefits, and position on the salary schedule shall accrue. The District shall allocate funding support for all such leaves in the annual amount of \$25,000.
16. The District reserves the right to cancel all paid professional development leaves should the District's fiscal condition warrant such action. The District shall provide written notice to the Confidential and Supervisory Team stating the reasons for canceling the program.

QUALIFICATIONS

1. Confidential and Supervisory Team members on fifty percent (50%) or more regular contract are eligible for professional development leave after six consecutive years of administrative service or after six (6) years of service has lapsed since a paid professional development leave.

Credit for service is counted from the first day of administrative employment or from the last day of any prior paid professional development or sabbatical leave. Employment on an hourly basis or at less than fifty percent (50%) regular contact shall not be credited toward eligibility for a paid leave.
2. Confidential and Supervisory Team members who serve on less than a twelve (12) month contract are eligible after serving seventy-two (72) months of paid service.
3. Paid professional development leave shall be recommended only for proposals which enhance the administrator's effectiveness and which benefit the District.

APPLICATION PROCESS

1. The Assistant Superintendent/Vice President for Human Resource Services shall review the proposals and send the recommendation to the Executive Administration in time to facilitate final approval by the Superintendent/President and the Governing Board.

The recommendation may include alternates in case those approved for leave are unable to take their leave.
2. The Confidential and Supervisory Team Professional Development Committee shall:
 - Decide whether applicant proposals are acceptable; and
 - Shall prioritize the acceptable proposals according to objective criteria.
3. The granting of a paid professional development leave is not automatic.

4. Approval for a paid professional development leave depends upon the timely submission of an acceptable professional development leave application and plan, the arrangement for acceptable coverage of the position during the Confidential and Supervisory Team member's absence, and the resources available for supporting professional development leaves in a given year.
5. Confidential and Supervisory Team members with the most recent paid professional development leave will be given the lowest priority among those applying for leaves in a given year.
6. In reviewing requests by individual Confidential and Supervisory Team members for paid professional development leave, the following criteria and guidelines are suggested to evaluate proposals and establish priorities:
 - a) The proposal outlines the benefits to the institution and how the leave activity will address institutional needs.
 - b) The overall merit of the proposed project is evident and strongly reinforces the purpose of professional development.
 - c) The proposed project is appropriate to the Confidential and Supervisory Team member's field of professional activity or it is clearly related to career enhancement and advancement in educational employment for the applicant.
 - d) The activity is academically or educationally sound.
 - e) Seniority of the Confidential and Supervisory Team applicants is considered only if proposals are equally sound.
7. The Confidential and Supervisory Team Professional Development Committee will recommend the order of priority with final determination made by the executive administrators (except those executive administrators applying for leaves).
8. Applications must be submitted **by November 1st for the following fiscal year.**
9. The steps for obtaining an approved leave are:
 - a) The application shall be processed and approved by the office of the Executive Administrator appropriate to the applicant's assignment and must be approved by the applicant's immediate supervisor and the appropriate senior administrator.
10. The application for professional leave shall include:
 - a) Name and title of the applicant.
 - b) Start date of the applicant's initial employment as a Confidential and Supervisory Team member with the District and inclusive dates of the professional development leave.
 - c) The inclusive dates of the last previous paid professional development leave or sabbatical leave.
 - d) A three-page (maximum) plan describing the professional activities, the professional benefits to the Confidential and Supervisory Team member, and the benefits to the District.
 - e) An acceptable method for determining whether the plan has been successfully completed. The Confidential and Supervisory Team Professional Development Committee shall be the final judge of successful completion.
 - f) A description of how the position will be filled or handled in the employee's absence.

11. The Confidential and Supervisory Team Professional Development Committee shall notify the Assistant Superintendent/Vice President for Human Resource Services, no later than three (3) weeks before the last Governing Board meeting prior to July 1 and/or January 1, of its recommendations and the proposed arrangements for covering the duties of the Confidential and Supervisory Team member during the period of leave.
12. Revisions to the approved plan proposed by the applicant must be approved by the appropriate Executive Administrator and the Confidential and Supervisory Team Professional Development Committee, reviewed by the Assistant Superintendent/Vice President for Human Resource Services, approved by the Superintendent/President, and approved by the Governing Board.
13. A written certification of completion of commitment according to the plan (as may be amended) shall be given to the appropriate Executive Administrator within sixty (60) days of the last date of the leave and forwarded to the Confidential and Supervisory Team Professional Development Committee for approval.

PROFESSIONAL GROWTH PROGRAM

PURPOSE

The purpose of the Classified Professional Growth Program is to provide incentive to classified employees to enhance and update their performance in classified service by offering avenues of improvement through continuing education and involvement in professional organizations and associations.

ELIGIBILITY

Only permanent employees are eligible.

ENROLLMENT

Notices are sent to all eligible employees time to enroll in the Professional Growth Program for the fall, spring and summer sessions.

Employees must attend at least one Professional Growth Training Workshop before submitting program for approval.

Professional Growth plans must be job-related or part of a specific career plan. The benefits of the plan to the District and to the employee must be identified by the employee before the plan can be approved.

Transcripts must be submitted along with the Declaration of Intent.

Programs must be submitted in writing by completing all required forms.

The deadline for submission to Human Resource Services is stated in the general notice, usually no later than one (1) week prior to registration for the fall, spring or summer sessions. It is recommended to list alternate courses in the event some courses are not available. **ALL** classes require prior approval.

The Professional Growth Committee will notify the employee in writing of the Committee's decision regarding the program submitted.

Programs must be completed within three (3) years from date of initial approval.

GUIDELINES

Employees may be allowed to take up to four (4) hours of class per week during work time if the class is directly related to the employee's current job and is approved by their Supervisor and the Vice President of Human Resource Services.

Credit may be earned for seminars and workshops attended during the release time that will improve the level of job performance or skill, provided the employee pays any expenses incurred. Advance written approval is required. No credit is earned for workshops, conferences, or classes paid by the District.

Credit may be earned for courses, seminars, and workshops that are job-related, part of a career plan, or that would benefit the District.

No credit is earned for personal enrichment courses, workshops, and/or seminars.

No Professional Growth credit is given for:

- Audited classes
- Course work requested by a supervisor and taken during the employee's work time
- Courses taken while on a paid educational leave
- Courses taken at levels below or equal to previous successfully completed course work unless justification is approved by the Committee
- Courses paid for by the District

Professional Growth credit may be granted for credit by examination only if that course is a requirement for the degree/certificate program being pursued.

A course may be repeated for Professional Growth credit if the college catalog allows repetition of that course for credit.

A grade of "C" or better must be earned. If letter grades are not given for a course, a letter of satisfactory completion, duly signed by the instructor, is required.

Attendance at conventions, participation in setting up regional workshops, or serving on a state committee will be subject to approval providing it is job-related or career-change related. Advance written approval is required. (A copy of the convention program, registration and payment verification, and a report on the convention must be submitted to the Professional Growth Committee following attendance at such conventions or meetings).

Active service/membership in professional organizations, state or national committees, and other professional associations will be reviewed for approval by the Professional Growth Committee. Such participation must be related to the employee's current position, to a career plan, and/or benefit the District. Released time to attend approved professional organization conventions may be counted for Professional Growth credit.

Employees seeking Professional Growth credit for participation in professional organizations, committees, and/or associations must provide verification of their participation. Points for active participation are limited to no more than one (1) point per year.

Active service/membership on recognized campus governance committees and certain task forces will be reviewed for approval by the Professional Growth Committee. Points for active participation on committees are limited to 0.50 (half) point per year.

Employees who elect the one-time \$2,000 lump sum stipend must wait three years before beginning another Professional Growth program. There is no waiting period between programs when employees elect the \$500 annual stipend.

Point System

The point system, as listed below, includes credit for:

- Credit courses
- Job-related adult education courses
- Attendance at job-related workshops and/or seminars
- Attendance at career-change workshops and/or seminars
- Service in professional organizations
- Service/membership on Palomar College governance committees
- Community College Exchange Program

Point Structure

Completion of a Professional Growth Program occurs when twenty (20) Professional Growth points have been earned. The entire twenty (20) points may be earned through classroom course work. A minimum of twelve (12) points must be earned through classroom course work.

| <u>Course Work</u> | <u>Semester Points</u> | <u>Quarter Points</u> |
|---------------------------|------------------------|-----------------------|
| 5-unit course | 10 | 6.666 |
| 4-unit course | 8 | 5.333 |
| 3-unit course | 6 | 3.999 |
| 2-unit course | 4 | 2.666 |
| 1-unit course | 2 | 1.333 |
| 15-week non-credit course | 3 | |
| 8-week non-credit course | 1.5 | |

| <u>Workshops/Seminars</u> | <u>Points</u> |
|---------------------------|---------------|
| 1-2 hours | 0.25 |
| 3-4 hours | 0.50 |
| 5-6 hours | 0.75 |
| 7-8 hours | 1.00 |

Hours may be accumulated within a three (3) year program toward points. The record will be kept by the Professional Growth Secretary.

Professional Association Service

Employees seeking Professional Growth credit for participation in professional organizations, committees, and/or associations must provide verification of their participation. Points for active participation are limited to no more than one (1) point per year.

Governance Committee Membership

Active service/membership on recognized campus governance committees and certain task forces will be reviewed for approval by the Professional Growth Committee. Points for active participation on committees are limited to 0.50 (half) point per year.

Community College Exchange Program

One (1) point for each two (2) working months of participation up to a maximum of six (6) points.

REQUESTS FOR CHANGES/ADDITIONS TO PROGRAM

Changes/additions require prior written approval and must be submitted for consideration to the Professional Growth Committee.

COMPLETION PROCEDURE

It is the responsibility of the classified employee to apply for Professional Growth credit and to verify completion of the program no later than February 15, July 15, or September 15 of the semester following program completion. The employee applies for the stipend when twenty (20) Professional Growth points have been accumulated. The *Notice of Completion* form and supporting documentation shall be submitted to Human Resource Services. Supporting documentation consists of transcripts, grade cards, certificates, or in the case of non-credit courses, a statement of completion by the instructor verifying course completion.

STIPENDS

Eligible employees may earn a total of five (5) stipends during the course of their employment. Employees with more than five (5) stipends who are enrolled in an approved Professional Growth program prior to July 1, 2002, will be allowed to complete the program and receive the stipend if the program is completed successfully within the time allowed. Employees who currently have more than five (5) stipends will continue to receive all stipends but are not eligible to earn additional stipends.

Employees have the option to receive an annual stipend of \$500 in pro-rated monthly payments or to receive a one-time lump sum stipend of \$2,000. Annual and lump sum stipends may be combined up to a total of five (5) stipends. The selection of an option is irrevocable.

Employees who elect the one-time \$2,000 lump sum stipend must wait three (3) years before beginning another Professional Growth Plan. There is no waiting period between programs when employees elect the \$500 annual stipend.

The Professional Growth Committee Secretary (Human Resource Services) evaluates the employee's *Notice of Completion* and recommends the earned stipend to the Superintendent/President.

Stipends shall become effective when recommended by the Superintendent/President and approved by the Governing Board. Recommendations are normally submitted to the Governing Board three times a year after the deadline for submission of September 15, February 15, and July 15. Stipends are retroactive to September 1, February 1, and July 1 of the semester in which they are approved.

PROFESSIONAL GROWTH COMMITTEE

The Professional Growth Committee shall have a total of nine (9) members appointed by CAST (2 members), CCE/AFT (6 members), and the Administrative Association (1 member). The Professional Growth Committee shall elect a Chairperson. Committee members must abstain from voting on their own Professional Growth plan approval. The Administrative Assistant of Human Resource Services will serve as the Professional Growth Secretary, an ex-officio member of the Committee. The Assistant Superintendent/Vice President for Human Resource Services shall serve as an advisor to the Professional Growth Committee.

For complete information, visit the web page at <http://www.palomar.edu/hr/pgclassified>.

HOLIDAYS

Eligible members of the Confidential and Supervisory Team are granted the following holidays with pay to be scheduled each year by the District:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Spring Holiday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Holidays (2)
Admissions Day
Winter Holidays (3)
Board Approved Holidays (2)

Pursuant to California Education Code, Section 88205, the Board may designate other days in lieu of February 12 (Lincoln's Day), the third Monday in February (Washington's Day), the last Monday in May (Memorial Day), September 9 (Admissions Day), or November 11 (Veterans Day) provided that such designated days will provide at least a three-day weekend. If any classified employee would be entitled to the regular paid holiday but would not be in a paid status during any portion of the working day immediately preceding or succeeding the day so designated in lieu of such holiday and therefore would not be entitled to such day in lieu of the holiday, he/she shall be entitled to the regular holiday; however, if he/she is required to work on such holiday, he/she shall be paid compensation at the rate of time and one-half of his/her regular rate of pay in addition to the regular pay received for the holiday.

Confidential and Supervisory Team employees shall also be granted, pursuant to applicable and current law, additional holidays which are declared by the President or the Governor, as provided for in subdivisions (b) and (c) of California Education Code, Section 79020, for a public fast, Thanksgiving or holiday; or any day declared a holiday under Education Code Section 79022. To be eligible for any such additional holidays, CAST employees must be in paid status during a portion of the working day immediately preceding or succeeding the holiday. For current California Education Code, please refer to website <http://www.leginfo.ca.gov/calaw.html>.

Compensation for all holidays requires employees to be in a paid status on the workday immediately preceding or succeeding the paid holiday.

Confidential and Supervisory Team employees who are directed to work on a District holiday are entitled to holiday pay and compensation at a rate of pay equal to time and one-half the regular rate of pay for hours actually worked.

When a District holiday occurs on a day which is not a day of an employee's regularly scheduled workweek, but the employee is regularly scheduled to work four or five days that week, the employee is entitled to observe the holiday at another time. Substitute holidays shall be determined by the supervisor and the senior or executive administrator with due consideration for the wishes of the employee.

Holidays that occur during other paid leaves such as vacation or sick leave, shall not be charged to the paid leave balances.

Confidential and Supervisory Team employees shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 24 through January 1. This period of time, December 24 through January 1, includes Admissions Day. Admissions Day cannot be used in lieu of another workday outside December 24 through January 1. This Winter Holiday Schedule shall be effective beginning winter recess 2007.

HOURS OF EMPLOYMENT AND OVERTIME

WORKWEEK

The workweek for full-time classified employees shall consist of five (5) consecutive days within any week at eight (8) hours per day and forty (40) hours per week. A week shall be defined as a seven (7) day period from 12:01 a.m. Sunday through midnight on Saturday. This policy shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

The Board may provide a 9-hour-per-day, 80-hour-per-two-week work schedule for classified employees pursuant to California Education Code Section 88039 and any other applicable law. Before such action is taken, the District should seek and consider any input from the Confidential and Supervisory Team Executive Council.

The Board may provide a 9-hour-per day for four (4) days and 4-hour-per-day for one (1) day work schedule for classified employees pursuant to California Education Code Section 88039. Before such action is taken, the District should seek and consider any input from the Confidential and Supervisory Team Executive Council.

The Board may establish a 10-hour-per-day for 4 consecutive days, 40-hour workweek for classified employees pursuant to California Education Code Section 88031 and any other applicable law. Before such action is taken, the District should seek and consider any input from the Confidential and Supervisory Team Executive Council.

The District may establish and modify within its discretion and with the concurrence of the employee organization (CAST), workday and workweek schedules for classified employees pursuant to California Education Code Section 88040. Every position employing a schedule authorized under Section 88040 will be identified as having regular work hours for each day of the weekly schedule. In keeping with the provisions of Section 88040, such schedules would require that employees be paid overtime rates for hours worked in excess of forty (40) per week and/or the specified number of hours for that day.

For California Education Code Section information, please refer to website:

<http://www.leginfo.ca.gov/calaw.html>

WORKDAY

The length of the workday shall be designated by the District for each classified position at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The District may change the times of an employee's assignment.

LUNCH PERIODS

When an employee has been scheduled to work six (6) hours, the employee shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for one (1) hour or one-half (1/2) hour and shall be scheduled for part-time or full-time employees at or about the mid-point of each work shift. Lunch periods shall be scheduled with input from employees. An employee's lunch period may be extended up to a maximum of an additional fifteen (15) minutes if the employee actually participates in an on-campus exercise activity during the scheduled lunch period. The employee shall submit written verification of actual participation in the exercise class to the employee's immediate supervisor.

In lieu of any extension of an employee's lunch period for actual participation in an on-campus exercise class, an employee may be granted paid release time up to maximum of an additional fifteen (15) minutes at the beginning or at the end of the workday if the employee actually participates in an exercise class during either time period. An employee must obtain prior written approval from the employee's immediate supervisor. Actual participation in an exercise class must require the employee to be no more than fifteen (15) minutes late to work, or must require the employee to leave work no more than fifteen (15) minutes early. The employee shall submit written verification of actual participation in the exercise class to the employee's immediate supervisor. An employee may participate in only one exercise class per day that requires an extension of the lunch period, a late reporting to work or an early departure from work.

REST PERIODS

Employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods shall be taken by employees after agreement with the immediate supervisor(s).

Specified periods may be designated when the operations of the District require someone to be present at the employee's work site at all times or when the District determines it is necessary for the efficient operation of the District. Such times shall be determined by supervisors after consultation with the employees involved.

Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employees.

OVERTIME

Overtime must have prior written approval from the employee's supervisor/senior administrator. All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time leading to the maximum eight (8) hours in any day or on any one shift or in excess of the forty (40) hour week.

A 9-hour-per-day, 80-hour-per-two-week work schedule pursuant to California Education Code Section 88039 defines overtime as any time worked in excess of nine (9) hours on any scheduled nine (9) hour work day, and in excess of eight (8) hours on a single eight (8) hour work day, or any time worked on a day not scheduled for a work day that would cause more than 80 hours to be worked in the two-week work schedule.

A 9-hour-per-day for four (4) days and 4-hour-per-day for one (1) day work schedule defines overtime as any time worked in excess of nine (9) hours on any scheduled nine (9) hour work day and in excess of four (4) hours on the scheduled four (4) hour work day, or any time worked on a day not scheduled for a work day that would cause more than 40 hours to be worked in the established work week.

COMPENSATORY TIME OFF

Subject to limitations under the federal Fair Labor Standards Act, an employee may request compensatory time off in lieu of cash compensation for overtime work. Compensatory time off, if granted by the District, shall be granted at the overtime rate based on the employee's rate of pay at the time it was earned. The District in all cases shall determine whether an employee is granted overtime pay or is granted compensatory time off in lieu of cash compensation.

Subject to limitations under the federal Fair Labor Standards Act, compensatory time shall be taken at any time required by the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

As long as the federal Fair Labor Standards Act or similar statute is applicable to the District, an employee, with District approval, may take compensatory time off in lieu of cash for overtime work, but an employee may accrue no more than 240 hours and must take compensatory time off within twelve (12) months of the time of the overtime work.

The District may take any action necessary to ensure compliance with the federal Fair Labor Standards Act.

CALL BACK COMPENSATION

In the event that it is necessary for Confidential and Supervisory Team members to return to campus after completion of their normal work schedule, the employee shall be compensated at a minimum of two (2) hours at time and one-half.

PERSONNEL FILES

The District shall maintain personnel files of employees. The permanent personnel file of each employee shall be maintained in the Human Resource Services office.

Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

If an employee disagrees with materials or the contents of materials to be placed in the employee's personnel files, the employee may prepare a written statement within ten (10) days of knowledge of the materials, which will be attached to the materials in the personnel file.

Information of a derogatory nature, except information mentioned in the numbered phrases in paragraph two above, shall not be filed in the permanent personnel file unless and until the employee is given written notice and an opportunity of ten (10) days to review and prepare comments. An employee may prepare a written statement within ten (10) days which will be attached to the information of a derogatory nature. The review, but not the preparation of the comments to be attached, shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

CHANGES IN PERSONAL INFORMATION

Any changes in your address, phone number, or emergency contact should be promptly reported to Human Resource Services.

DISCIPLINE

A member of the Confidential and Supervisory Team may be disciplined for cause. The term "discipline" refers to disciplinary actions, penalties, and/or settlements including demotion, suspension, or dismissal without voluntary consent. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense and imposed with adherence to the concept of progressive discipline. The term "cause" is defined as those actions, omissions or behaviors which are detrimental to the operations of the District and/or its major instructional, student and/or administrative divisions or which impair the District's mission, purpose and objectives. Cause actions for which disciplinary actions may be taken include, but are not limited to, the following:

- Unsatisfactory Work Performance
- Misconduct/Unprofessional Conduct
- Insubordination

After consultation with the Assistant Superintendent/Vice President for Human Resource Services, the appropriate administrator or designee will give written notice of the proposed disciplinary action to the employee. All such notices require the signature of the appropriate Executive Administrator. The notice will be served at least ten (10) working days prior to the date when discipline may be imposed. The notice must contain the following information:

- a. A statement in ordinary and concise language of the specified acts and omissions upon which the proposed disciplinary action is based, as well as the cause of action for the discipline (supporting documentation may be attached).
- b. The specific disciplinary action proposed.
- c. A copy or statement of applicable regulation(s) policy(ies) where it is claimed a violation occurred.
- d. A statement that the employee has the right to respond to the matters raised in the notice both orally and in writing, including the submission of affidavits, within ten (10) workdays following the date the written notice was served.
- e. A statement that the employee is entitled to appear personally before the Superintendent/President or designee regarding the matters raised in the written notice within ten (10) workdays following the date the written notice was served.
- f. A statement that the employee, upon written request, is entitled to an evidentiary hearing before the Board or a hearing officer designated by the Board. The District shall provide a form for the employee, the signing and filing of which shall constitute a demand for hearing, and a denial of charges. The employee must request the hearing within ten (10) workdays after receipt of the disciplinary notice, even when requesting a meeting with the Superintendent/President as noted above.

If requested by the employee, an evidentiary hearing shall be scheduled within forty-five (45) calendar days of the request. The employee has the right to appear in person, with counsel, or other representation. The District will have the burden of proof and will present evidence first. Normal procedures are followed — i.e., charging party presentation, defense cross-examination, and defense presentation, charging party cross-examination, and rebuttal evidence from each party. Hearings will be recorded at the request of either party with the expense being borne by both parties. The Board's determination of the sufficiency of the cause for disciplinary action will be conclusive in all cases.

Hearings are closed to the public unless otherwise requested by the employee.

In the absence of a timely demand for a hearing, the Board may act upon the proposed disciplinary action after the time period for hearing demand has expired.

Probationary employees and other non-permanent employees are not covered by any provision in this disciplinary procedure.

In lieu of a disciplinary action, on the recommendation of the Executive Administrator in consultation with the Assistant Superintendent/Vice President for Human Resource Services, an employee may be offered as a condition of employment the option to enter certain structured rehabilitative treatment programs and/or medical/psychiatric care for specified durations either voluntarily and/or when such treatment is indicated by competent medical authority.

At any time during the disciplinary process, an employee may offer to resign, and, if such offer is accepted by the Superintendent/President, the employee's official reason for termination shall be recorded as a voluntary resignation. In extenuating and/or unforeseen circumstances, exceptions to the time frames may be granted upon mutual agreement of the parties involved.

COMPLAINT AND PROBLEM RESOLUTION PROCEDURES

PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to work-related complaints and/or problems. All parties affirm that these procedures shall be kept as informal and as confidential as may be appropriate at each step of this procedure.

DEFINITION

A "complaint/problem" is a verbal or written allegation by any CAST employee alleging that a policy or procedure not subject to meet and confer grievance procedure has been violated.

Other matters for which a specific method of review is provided by law, such as dismissal, FEPC, OSHA, EEOC, or HEW are not within the scope of this procedure.

A "day" is a day in which the central administrative office of the District is open for business and one which employees are required to work.

The "immediate supervisor" is the lowest level management position having immediate jurisdiction over the employee.

PROCEDURE

Step I – Informal

Every effort should be made to resolve any complaint/problem before filing a written complaint with the employee's immediate supervisor.

Step II – Formal

Step A

The employee must present his/her complaint or problem in writing to the immediate supervisor.

This shall be a clear, concise statement of the complaint/problem, the circumstances involved, and the specific solution suggested.

The supervisor shall communicate, in writing, a decision to the employee within ten (10) workdays after receiving the written complaint/problem.

Within the above time limits, either party may request a personal conference with the other party or a representative of the employee's choice may be present.

Step B

In the event the employee is not satisfied with the decision, the employee may appeal the decision, in writing, to the next appropriate administrative level within five (5) days. This statement should include a copy of the original complaint, the decision rendered, and a clear, concise statement of the reason for the appeal or the employee may request mediation.

Step C

Step B may be repeated at each administrative level until it reaches the Superintendent/President or appropriate Vice President or the complaint/problem has been resolved.

GRIEVANCE POLICY

A member of the Confidential and Supervisory Team who feels she/he has been treated unfairly, or has been adversely affected by a violation, misinterpretation, or misapplication of a specific District policy may file a formal written complaint or allegation. This procedure may not be used to challenge or change a policy, regulation or established procedure of the District, but to resolve an identified complaint regarding a specific violation.

In every case, before filing a formal, written grievance, the grievant will attempt to resolve the grievance by an informal conference with his/her immediate supervisor and/or the person directly involved or occasioning the grievance (respondent). If the grievance is not resolved through informal resolution, the Confidential and Supervisory Team Executive Council will appoint an Ombudsman to receive and investigate complaints made by individuals against abuses, report findings and help to achieve equitable settlements. The Ombudsman must be acceptable to both the grievant and the respondent and will keep all information and proceedings confidential. If the grievance is unable to be resolved informally or through the efforts of an Ombudsman, the grievant should proceed in accordance with the following:

LEVEL I

Within fifteen (15) days after the grievant becomes aware of the occurrence of the act or omission giving time to the grievance or after an unsuccessful attempt at information resolution, she/he must present the grievance in writing on the District's form to the immediate supervisor of the person occasioning the statement of the grievance, the circumstances involved, the decision reached at the information level, and the remedy sought.

LEVEL II

If the grievant or respondent is not satisfied with the decision on the appropriate District form to the Superintendent/President or designee, the appeal must include a copy of the original grievance, the decision rendered at Level I, and a clear concise statement of the reasons for the appeal. The Superintendent/President or designee will communicate a decision to the grievant within five (5) workdays.

The Superintendent/President may request a personal conference with any or all parties involved in the grievance. The Superintendent/President may extend the timeframe not to exceed twenty (2) workdays. The Superintendent/President may convene a five (5) member grievance committee if both parties agree to accept the recommendations of the committee and agree not to pursue the grievance at Level III. The committee will be selected at random from the membership of the Confidential and Supervisory Team. Each party to the grievance will have one challenge for cause and one pre-emptive challenge to the committee members selected by the Superintendent/President.

LEVEL III

If the grievant or respondent is not satisfied with the decision at Level II, the decision may be appealed to the Governing Board within ten (10) workdays. The appeal must include copies of the original grievance and all appeals and decisions and a clear and concise statement of the reasons for appeal. The Board or designated hearing officer will review the grievance file and make a final recommendation within thirty (30) work days of receipt of the appeal. The decision of the Governing Board is final.

GUIDELINES

All proceedings, hearings, conferences, and meetings dealing with resolution of grievance will be confidential and private. All employees involved in the grievance have the right and the obligation to maintain confidentiality regarding the grievance and the employee involved.

Employees who file grievances in bad faith, frivolously, or as retaliation will be subject to disciplinary action. The burden of proof rests upon the employee who files the grievance.

The grievant, the respondent, and other employees involved as witnesses are granted release time as necessary to participate in the grievance procedure.

The District will protect all employees involved in a grievance process from retaliatory acts by employees, students, and agents of the District.

Failure to follow the above procedure will result in forfeiting the right to pursue the grievance.

SEPARATION FROM THE DISTRICT

RESIGNATION

Members of the Confidential and Supervisory Team who plan to resign should do so with as much written notice to the District as possible (a minimum of fourteen (14) calendar days is suggested whenever possible). The Superintendent/President is authorized by the Governing Board to officially accept the resignation of Confidential and Supervisory Team members.

- Payment for service will be made up to and including the last day that service is performed.
- Unused vacation credits will be paid in accordance with the current Confidential and Supervisory Team vacation policy.
- When the letter of resignation is received by Human Resource Services, a separation letter will be sent to the resigning employee. This letter will outline details the resigning employee will need to be aware of such as continuation of insurance, converting life and long-term disability insurance, and options with regard to the retirement plan.
- The separation letter will also include a copy of the College's exit interview questionnaire. The resigning employee will be invited to schedule an exit interview with the Human Resource Services Manager to assure proper handling of personal and business matters. The employee should make every effort to return all College-owned property and settle any indebtedness to the College prior to their exit interview. The employee will be required to return all District keys, employee identification card, parking pass and charge card (if one has been issued in the employee's name).
- Only the following information will be provided to prospective employers seeking information on Palomar College employees:
 - Date hired
 - Last day worked
 - Last position held
 - Final salary
- Release of any other information will require written permission from the employee, which can be provided on the exit interview questionnaire.

RETIREMENT

All members of the Confidential and Supervisory Team are required to enroll in the Public Employees Retirement System (PERS) and should contact Human Resource Services for information on qualifying and applying for benefits upon retirement.

The Governing Board may, from time-to-time, provide opportunities to eligible Confidential and Supervisory Team employees to participate in an early retirement program. Information on such programs is available from the Human Resource Services office.

Health and Dental Plans —

- Group I** Full-time employees hired prior to March 1, 1994, working at least ten (10) months within a year who retire at age 50 or above (PERS participants) and who have been employed at Palomar College for twenty (20) or more years will receive the same fully employer-paid health benefits as provided to active employees and eligible dependents for the life of the retiree.

At age 65, retirees and dependents eligible for Medicare benefits **must enroll** in Medicare A and B. **Note:** It is necessary to contact the Social Security Administration office three months (90 days) prior to your 65th birthday in order for your benefits to begin the month you turn age 65. Failure to enroll prior to your 65th birthday will result in your effective date being delayed. These rules also apply to your spouse.

Dental coverage will continue for retiree and eligible dependents for the life of the retiree.

Options: Options may be exercised only during annual open enrollment periods and apply to medical health benefits only. Dental coverage remains in force as stated above.

At any time after retirement, the retiree may switch to one of the following health plans. Once made, this decision is irrevocable.

1. If the retiree is eligible for Medicare Parts A and B, the District will pay the premium cost of a Medicare-risk HMO (an HMO that has contracted with Medicare to provide medical care — Senior Advantage for Kaiser participants); or the District will provide payment for a reasonable Medicare Supplement, not to exceed 50% of the annual super composite rate of the District-sponsored self-funded plan premium.
2. If the retiree is not eligible for Medicare Parts A and B, the District will provide payment for health insurance, not to exceed 50% of the annual super composite rate of the District-sponsored self-funded plan premium.

Group II Full-time employees **working** at least 10 months within a year:

1. Hired prior to March 1, 1994, who retire at age 50 or above (PERS participants) and have been employed at Palomar College for ten (10) years, but less than twenty (20) years, or
2. Hired on or after March 1, 1994, who retire at age 50 or above (PERS participants) and who have been employed at Palomar College for ten (10) years or more, will receive the same fully employer-paid health benefits as provided to active employees and eligible dependents until the retiree has reached the age of 65.

The spouse of the retiree at the time of retirement will receive the same fully employee-paid health benefits as provided to active employees and eligible dependents until the retiree has reached the age of 65 or the death of the retiree, whichever occurs first. Eligible dependent children of the retiree at the time of retirement will be covered according to the terms of the policy until the retiree reaches age 65 or the death of the retiree, whichever occurs first.

Dental coverage will continue for retiree and eligible dependents for the life of the retiree.

Note: Benefits-eligible employees who work less than full-time are eligible for District-paid health and dental benefits after working the equivalent to full-time, 10 months (e.g., a 50% part-time employee would complete the full-time, 10 months eligibility described for Group I in 40 years) as described for Groups I and II.

Group III Employees who **terminate** with less than ten (10) years of employment at Palomar College are not entitled to District-paid retirement health benefits. However, under current legislation, they are entitled to purchase, at their own expense, health and dental insurance (at group rates plus a small administrative fee) for a specified period of time.

POST-RETIREMENT EMPLOYMENT

A Confidential and Supervisory Team employee may be employed on an hourly basis after retirement and may serve up to ninety (90) days each fiscal year subject to regulations established by the retirement system.

TERMINATION

Members of the Confidential and Supervisory Team may be terminated from the District for just cause in accordance with the discipline process.

REDUCTION IN FORCE

The District may lay off employees at any time pursuant to appropriate sections of the Education Code. The District will inform the members of the Confidential and Supervisory Team of pending layoffs. Re-employment will be in accordance with the appropriate sections of the Education Code. In all instances, the District will give members of the Confidential and Supervisory Team affected by a layoff at least thirty (30) days notice in writing.

Whenever a Confidential and Supervisory Team member is laid off, the order of layoff within the class shall be determined by length of service in the existing classification. Confidential and Supervisory Team employees have "bumping rights" in same or lower classifications in which they have seniority. They also have bumping rights into bargaining unit classifications provided they have prior service and seniority in those classes. Any employee laid off will have priority for re-employment in the reverse order of layoff for a period of thirty-nine (39) months.

DEATH OF AN ACTIVE EMPLOYEE OR RETIREE

Payment for service will be made up to and including the complete workday on the date of death. Unused vacation credits will be paid in accordance with the current Confidential and Supervisory Team vacation policy, as an amount owed to the decedent.

FRINGE BENEFITS

HEALTH CARE BENEFITS

Members of the Confidential and Supervisory Team who work twenty (20) or more hours per week are eligible for District-paid health, dental, vision care and life insurance, as well as long-term disability insurance. All eligible employees of the District must choose coverage in one of the District-paid health organizations. New employees must enroll immediately. Employees may change plans during an annual open enrollment period.

Health benefits are District-paid for benefit eligible employees (50+% permanent contract) and for their dependents. Palomar College also extends health coverage to domestic partners; however, a tax liability is charged to the employee. For new employees, **most** benefits listed below are effective on the first day of the following month from the date of hire (for example, hired on 5/9/XX, insurance effective on 6/1/XX).

Things to remember: 1) New dependents **must** be enrolled by the employee within thirty-one (31) days from becoming a dependent or wait until open enrollment. Eligible dependent status refers to birth of newborn, adoption, marriage, etc. 2) Open enrollment is every fall, usually in November. Open enrollment is the time when employees can change between medical plans, dental plans, buy-up voluntary coverage, or add an eligible dependent. For further information, review the Palomar College benefits web page at: <http://www.palomar.edu/hr/benefits>.

NEW EMPLOYEE MENTOR PROGRAM

Palomar College offers a mentor program for Board-approved CAST members. The staff mentor program will be administered by the CAST Executive Council.

New employees will be assigned a mentor. Typically, the mentor will be someone who works in close proximity of the new employee, oftentimes the individual who will actually be training the new employee.

Mentors are encouraged to involve the new employee in various activities on campus, such as social events, campus sales, attending board meetings or maybe just having lunch together. The purpose of the mentor program is to make new employees feel comfortable and help them adapt to Palomar. The period of time the mentor will be assigned to the new employee will differ, depending on the needs of the new employee.

NOTARY PUBLIC

On occasion, employees may require the services of a notary public. Palomar College has a staff member who provides that service at a minimal charge:

To make an appointment, contact:

Jo Anne Giese, Administrative Services, extension 2109

TAX SHELTERED ANNUITIES

Within the provisions of California law, it is the policy of the Governing Board to honor the written request of employees to allow purchase of an individual tax-sheltered annuity. Each employee is responsible for making arrangements for proper deductions and having billing statements sent to Payroll Services. This should be arranged with the tax-sheltered annuity agent. The College does not advise employees concerning amounts to be sheltered nor does it assume any responsibility for an employee's program. The College serves only as an agent between the employee and his/her insurance company/agent.

FLEXIBLE PRE-TAX BENEFIT PLAN (IRS SECTION 125)

Employees are given the opportunity to reduce their income taxes and increase their spendable income through enrollment in the Flexible Pre-Tax Benefit Plan under Section 125 of the Internal Revenue Service code. Eligible employees will be provided with a flexible spending account that may be used to pay insurance premiums, for medical reimbursement or for dependent care reimbursement. The amount allocated to the employee's flexible spending account will be determined on an annual basis.

Employees who participate in this plan estimate their expenses for uninsured health, dental, vision and/or dependent care for the year, then designate the pre-tax earning dollars to be deducted from each pay check for deposit into the Flexible Pre-Tax Benefit Plan account. As qualified expenses are incurred, employees provide evidence of those expenses to receive reimbursement from their benefit account.

All medical expenses must be submitted to the employee's health, dental and vision plan before submitting to the Flexible Pre-Tax Benefit account. Any amount left in the employee's account after reimbursement of benefit expenses incurred during the plan year will be forfeited.

The Palomar College Flexible Benefit Plan is administered by American Fidelity. Contact Human Resource Services for more information.

HEALTH AND SAFETY INFORMATION

ALCOHOL AND DRUG POLICY

Alcohol

The on-campus use of alcoholic beverages by any person is strictly prohibited on campus or at any college-sponsored activity. Alcohol and drug prevention activities are coordinated through Health Services. Health Services provides alcohol and drug abuse related information and can refer individuals to area agencies if further assistance is needed.

Drugs

The use or possession of any narcotic, dangerous drug or controlled substance by any person who does not have a legal license or valid prescription is strictly prohibited on campus or at any college-sponsored activity. The unlicensed distribution or sale of any narcotic, dangerous drug or controlled substance by any person is strictly prohibited on campus or at any College-sponsored activity.

SMOKING POLICY

The use of tobacco products, which includes smokeless and smoking tobaccos, within the seven (7) feet of the confines of District buildings and vehicles is prohibited. This includes offices, lounges, cafeterias, restrooms, entryways and any other enclosed areas or buildings leased, occupied or owned by the District.

This policy applies to all employees, students and visitors.

Persons willfully refusing to comply will be considered in violation of the Clean Indoor Air Act of 1987 and District policy.

SEXUAL HARASSMENT

Faculty, staff and students at Palomar College have a right to be free from sexual harassment in the Palomar environment. Palomar College does not condone actions, words, jokes or comments that a reasonable person would regard as sexually harassing or coercive.

Sexual harassment encompasses any sexual attention, from either gender, that is unwanted and is defined as unwelcome advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission is made an express or implied term or condition of employment or status in a class, program or activity.
- Submission to or rejection of the behavior is used to make an employment or educational decision (such as hiring, promotion or grading a course).
- The conduct has the purpose or effect of unreasonably interfering with a person's work or educational performance or creates an intimidating, hostile or offensive environment for work or learning, including harassment in the Palomar environment from an outside party, such as a vendor.

Sexual harassment may take many forms including, but not limited to:

- Physical assault
- Direct or implied threats that submission to sexual advances will be a condition of employment, works status, promotion or grades
- Direct propositions of a sexual nature
- Comments of a sexual nature
- Sexually explicit statements, questions, jokes or anecdotes
- Unnecessary touching, patting, hugging or brushing against a person's body
- Remarks of a sexual nature about a person's clothing, body, sexual activity or previous sexual experience

Students, faculty and staff need to be concerned not only with the intent of their actions of this kind but also the effects; while sexual harassment involves repeated, unwanted sexual attention, persons involved in isolated or inadvertent incidents demonstrate insensitivity toward others. Repeated occurrences will be considered intentional violations of the policy, and educational programs are available to alleviate those occurrences.

WORKPLACE VIOLENCE

Palomar College believes that all students, staff and visitors to the College are entitled to learn and work in a safe environment, free of fear for their personal safety and well-being.

Therefore, it is the policy of the College that verbal harassment, threats of aggression, or acts of physical violence will not be tolerated.

Employees who have been the object of such a threat or act must immediately report the incident to their immediate supervisor or to the Assistant Superintendent/Vice President for Human Resource Services. In most instances, a signed statement will be required. Any supervisor who observes, overhears or receives a report of verbal harassment, threats of aggression or acts of physical violence, must immediately report same to the Assistant Superintendent/Vice President for Human Resource Services, or in his/her absence, to the Assistant Superintendent/Vice President for Finance and Administrative Services.

Any harassment, threats, or acts of violence will be taken seriously. Upon receiving such a report, an immediate investigation will be undertaken. Reasonable steps will be taken to protect employees, students, visitors, and personal property from harm.

Any employee who is found to have harassed or threatened anyone at or from the workplace either in person or using telephones, fax machines, computers, or other communication devices, will be subject to disciplinary action up to and including termination.

If necessary, Campus Police will be contacted to assist in handling a threat or act of violence.