

District Proposal #1
August 1, 2016

Memorandum of Understanding
Between
Palomar Faculty Federation, AFT Local 6161
And
Palomar Community College District

This Memorandum of Understanding (MOU) between the Palomar Faculty Federation, AFT Local 6161 (“PFF”) and the Palomar Community College District (“District”) is entered into between the parties hereto with respect to the Catastrophic Leave Bank (CLB), and is made in view of the following facts.

WHEREAS, Education Code Section 87045(f) and District AP 7345 authorize PFF and District to set forth in their Collective Bargaining Agreement provisions describing the requirements for a catastrophic leave program;

WHEREAS, the current Agreement between PFF and the District has separate CLB provisions for full time and part time faculty and Early Childhood Education Lab School Teachers (ECELS) in Agreement Sections 9.16 (Faculty) and 5.13 for ECELS Teachers;

WHEREAS, it is in the mutual interest of the District and PFF to allow faculty to apply for withdrawals from either the CLB for Faculty or the CLB for ECELS Teachers on a case-by-case basis at the discretion of the CLB Committee; and

WHEREAS, an ECELS Teacher has experienced an event which would qualify for consideration of the transfer of sick leave by the CLB Committee from the CLB for ECELS Teachers if there was a sufficient leave balance to accommodate the application.

NOW, THEREFORE, the parties agree as follows:

1. Full time and part time Faculty and ECELS Teachers may apply for catastrophic illness leave from either CLB maintained for Faculty or ECELS Teachers, without regard to the applicant’s status as Faculty or an ECELS Teacher.
2. The application and withdrawal processes will be in accordance with the current provisions of Agreement Section 9.16 (Faculty) and Agreement Section 5.13 (ECELS Teachers), except that the CLB Committee faculty membership shall be comprised of 2-4 faculty and ECELS Teachers at the sole discretion of PFF, and withdrawals may be granted without regard to the applicant’s status as a Faculty or ECELS Teacher.

3. The CLB Committee shall grant withdrawals pursuant to this MOU on a case-by-case basis and at the discretion of the CLB Committee.


4. Except as herein provided, all other terms and conditions of the parties' Agreement in Sections 9.16 (Faculty) and 5.13 (ECELS Teachers) regarding Catastrophic Leave, including the forms used for this purpose, remain in full force and effect.

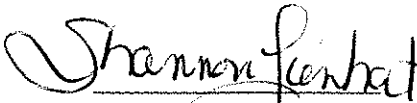
For Palomar Community
College District

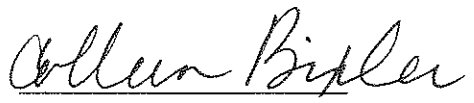
8/1/2016
Date

For Palomar Faculty Federation


8/1/16
Date

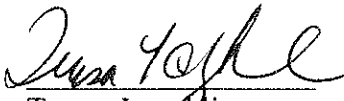

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