

July 20, 2022

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522


This Memorandum of Understanding (“MOU”) is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522 (“CCE”) [Collectively as “The Parties”] and is in respect to temporary upgrade assignments, such as 100% out of class, interim, or acting assignments.

In the event a CCE/AFT employee is temporarily performing upgrade assignments in another employee group (e.g., CAST, AA), in an interim, acting, or 100% out of class assignment. Temporary Upgrade Pay, as defined by CCR 571(a)(3) is “compensation to employees who are required by their employer or governing board or body to work in an upgraded position/classification of limited duration.” The Parties agree to the following administration of salary and benefits:

- (1) **Service:** When a classified employee is serving out of class or in an interim or acting role in a position in another unit, the employee shall be granted full credit for all time served in the District.
- (2) **Vacation:** The employee shall accrue vacation at the new rate of the reassigned position. Should the classified employee, accrue above the maximum vacation as allowable in the CCE/District Collective bargaining unit agreement, the employee shall be paid out the excess of the vacation accrual at the upgraded assignment rate, at the end of the assignment.
- (3) **Union Membership Status:** Any questions related to union membership status, such as union dues and obligations, must be directed and arranged with CCE Leadership and not the District. A CCE/AFT employee who is temporarily performing an upgraded assignments in another employee group (e.g., CAST, AA) shall not be viewed as CCE/AFT unit member/union member by the parties. A CCE/AFT employee who is temporarily performing an upgraded assignment in another employee group and who left CCE/AFT’s bargaining unit as dues paying member shall be reinstated as a CCE/AFT dues paying members upon reversion back into their permanent classified assignment.
- (4) **Reversion Back to Previous Permanent Classified Assignment:** After the assignment to the new employee group has ended, the employee shall revert to their previous permanent assignment, inclusive of all benefits and accruals outlined in the CCE/AFT/PCCD collective bargaining agreement. Employees will receive their COLA and step increase, in their classified position upon return, if serving in the temporary assignment at the start of the new fiscal year.
- (5) **CalPERS Reporting:** All temporary upgrade pay assignments will follow the CalPERS Reporting requirements as outlined in Gov. Code. Section 2048. Temporary upgrade pay is CalPERS reportable for classic members but excludes reporting for PEPRAs members.

Dated: Jul 28, 2022

Dated: Jul 28, 2022


[Anel Gonzalez \(Jul 28, 2022 15:57 PDT\)](#)

Anel Gonzalez
CCE/AFT #4522 President


[David Joseph Montoya III \(Jul 28, 2022 10:17 PDT\)](#)

David Joseph Montoya III
Vice President, Human Resources
District Chief Negotiator










CCE-Out of Class MOU

Final Audit Report

2022-07-28

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