



Agreement Between

The

Council of Classified Employees

CCE/AFT Local #4522

and

Palomar Community College District

July 1, 2023 – June 30, 2026

- **FY 23-24**
- **FY 24-25**
- **FY 25-26**

Ratified by Governing Board: May 14, 2024

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ARTICLE 1 - RECOGNITION

1.1 Acknowledgement and Description of CCE/AFT

The Palomar Community College District, hereinafter referred to as District, has recognized the Palomar Community College Council of Classified Employees, AFT Local #4522, hereinafter CCE/AFT, as the exclusive representative for a bargaining unit of classified employees described in PERB Certificate of Representative dated March 23, 1987 (see Appendix A).

1.2 Description of Bargaining Unit

- 1.2.1 The bargaining unit represented by the CCE/AFT is as contained in Appendix A of this Agreement. The represented titles and classifications shall also be listed in the Palomar College Human Resource Services website at <http://www.palomar.edu/hr/>. The website list shall be updated and kept current. Changes after ratification of this Agreement shall include notations regarding the date a classification is established, modified or removed.
- 1.2.2 The parties will meet annually to review and verify the accuracy of the website list, and to incorporate the necessary changes into Appendix A. Appendix A in the online version of this Agreement will subsequently be updated with the mutual agreement of the parties. The CCE/AFT may distribute the revised appendix to its unit members as needed.
- 1.2.3 The allocation of new classifications/reclassifications into the bargaining unit or from the bargaining unit into management, supervisory, and/or confidential status shall be mutually agreed upon or, in the absence of an agreement, in accordance with PERB regulations. After notice to CCE/AFT of the proposed changes to the bargaining unit, the CCE/AFT shall have at least ten (10) business days to prepare for the necessary meeting(s) thereon.

ARTICLE 2

NON-DISCRIMINATION AND HARASSMENT-FREE WORKPLACE

2.1 Non-Discrimination

The District and/or the CCE/AFT shall not illegally discriminate against any member of the bargaining unit on account of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, age, political affiliation, domicile, or membership and/or participation in an employee organization as defined by the EERA.

The District and/or the CCE/AFT shall not illegally impose or threaten to impose reprisals on employees to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the EERA.

2.2 Harassment-Free Workplace

The District and the CCE/AFT agree that mutual respect between and among managers, employees, co-workers, and supervisors is important to the conduct of the District's business and in accordance with District policies and procedures. The repeated use of profane language, name-calling, yelling, or any unwanted physical contact is inappropriate in the workplace.

Employees who believe they are subject to or witness such behaviors should raise their concerns with the appropriate supervisor, manager, or administrator as soon as possible, but no later than forty-five (45) days from the occurrence of the behavior. In accordance with Administrative Procedure 3435: Discrimination and Harassment Complaints and Investigations; the District will take interim steps to protect a complainant and /or effected employees from the alleged behavior while the District investigates the complaint. The employee upon request is entitled to Union representation at this conference.

2.3 Whistleblower Protection

The District and the CCE/AFT agree that all employees have a responsibility to conduct District affairs ethically and in compliance with the law. Suspected unlawful activities should be reported in writing to the employee's immediate supervisor or other District administrator with authority within the operating unit. Any employee making a good-faith report of unlawful activities shall be free from retaliation. The District shall make reasonable efforts to maintain confidentiality.

ARTICLE 3 – DEFINITIONS

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.

Active Service: Time worked and on paid-leave in a bargaining unit position.

Bargaining Unit Employee: All probationary and regular classified employees in the bargaining unit as set forth in Article 1 and who are represented by CCE/AFT.

Calendar Year: January 1 through December 31.

Child: A biological, adopted, or foster child, a stepchild, 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.

Classification: Each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

Day: A day is a day in which the administrative office of the District is open, unless otherwise specified.

Demotion: A change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower salary range.

Differential/Shift Differential: A salary allowance in addition to the basic rate or schedule based upon hours of employment.

Displacement Right (Bumping): The right of a Classified employee, under certain conditions, to displace an employee with the least seniority in a classification. Displacement is determined by the seniority in the class from which the layoff occurs plus higher classes.

Emergency Condition: An earthquake, flood, tornado, hurricane, fire or any other natural disaster, extended power failure, epidemic requiring the quarantine of employees, declaration of martial law, or any emergency declared by authorized local, state or federal officials.

Extended Sick Leave: Leave of up to one hundred (100) days compensated at fifty percent (50%) of salary

Fiscal Year: July 1 through June 30.

Grievance: A formal written allegation pertaining to a violation of this collective bargaining agreement.

Grievant: The CCE/AFT, a bargaining unit employee, or a group of bargaining unit employees.

Group Health Plan: Any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employees, eligible retirees, and the eligible dependents of such employees or retirees.

Health Care Provider: An individual: (1) holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or (2) duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state of jurisdiction, who directly treats or supervises the treatment of the serious health condition; or (3) who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993; or (4) who is a certified Christian Science Practitioner.

Immediate Family: The mother, father, grandmother, grandfather, grandchild, brother, or sisters of the employee or of the spouse of the employee, and the spouse (including a domestic partner), son, son-in-law, daughter, daughter-in-law of the employee, or any member of the immediate household of the employee.

Immediate Supervisor: The lowest level employee not in the bargaining unit having immediate jurisdiction over the bargaining unit employee.

Industrial Accident and Illness: A work-related injury or illness.

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

Length of Service: Length of service shall be based upon the unit member's original hire date in classified service, less any breaks in service with the District.

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 12 continuous months.

Minimum Qualifications: Qualifications mandated for the position, and which must be possessed by an employee before the employee can be considered for employment in a specific classification.

Parent: A biological, foster, or adoptive parent, a stepparent, or a legal guardian to an employee when the employee was a child.

Permanent Employee: A regular employee who successfully completes an initial probationary period.

Probationary Employee: A new classified employee, with the exception of full-time peace officers or public safety dispatchers who are certified by the Commission on Peace Officer Standards and Trainings, serving an initial probationary period of six (6) months. For probationary employees who are new full-time peace officers or public safety dispatchers who are certified by the Commission on Peace Officer Standards and Trainings, see Article 9.

Promotion: A voluntary or involuntary movement of an employee from one specific position in the bargaining unit represented by the CCE/AFT to another position in the bargaining unit represented by the CCE/AFT in a higher classification.

Reclassification: *See Article 10.*

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

Reemployment: The return to duty of an employee who has been laid-off or whose employment had been previously terminated.

Released Time: Paid hours provided to the CCE/AFT for union purposes as delineated in this agreement.

Salary Schedule: A series of salary steps and grades comprising the rates of pay for all classifications.

Salary Step: One of the salary levels within the grade for a classification.

Seniority: Seniority is defined as and is based upon length of service with the District as a classified employee. Length of service shall be based upon the unit member's original hire date in classified service. Unit members who move to an equivalent or higher classification accumulate seniority from the date of hire into that classification and continue to accumulate seniority in former lower or equal classifications. Seniority shall accumulate during paid absences.

Serious Health Condition: An illness, injury, impairment or physical or mental condition which involves either of the following: (1) inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility; or (2) 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, wife, or domestic partner (*See Appendix D – Spouses and Domestic Partners*).

Supervisor: An employee, whose position has authority which is not of a merely routine or clerical nature, to make a recommendation to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline employee(s), or the responsibility to assign work to and direct employee(s) or to adjust grievances.

Transfer: A voluntary or involuntary movement of an employee from one specific position in the bargaining unit represented by the CCE/AFT to another specific position in the bargaining unit represented by the CCE/AFT within the same classification or within the same salary range.

Voluntary Demotion: A voluntary reduction in hours of a regular assignment by an employee in a specific position in the bargaining unit represented by the CCE/AFT, or a voluntary movement to another position in the bargaining unit represented by the CCE/AFT in a lower classification.

Work Shift: Hours worked within a twenty-four (24) hour period.

ARTICLE 4 - AGREEMENT CONDITIONS

4.1 Term and Effect

4.1.1 Term

This Agreement shall be in effect from July 1st, 2023 and shall remain in effect until June 30th, 2026.

4.1.2 Effect and Savings Clause

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures which practices, policies, and procedures are otherwise within the District's discretion. If any provision(s) of this Agreement is (are) held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be valid except to the extent permitted by law, but all other provisions will continue with force and effect.

4.2 Complete Agreement

The District and the CCE/AFT mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties on those matters that were the subject of negotiations leading to this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified on those matters that were the subject of negotiations leading to this Agreement unless by any of the following:

- Mutual consent of both parties in writing
- Procedure expressly allowing the same stated in this Agreement
- Matters required by the EERA or change in state law which falls under subjects within the scope of bargaining

Both parties acknowledge that all contract language shall be enforced until a change is negotiated through a procedure provided in this contract or by law.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

4.3 Limited Reopeners

The parties specifically agree to reopen negotiations each year during the term of this Agreement regarding Article 12-Compensation and Article 13-Health and Welfare Benefits and four (4) additional articles selected by each party. By mutual agreement the parties may determine not to reopen negotiations on

an annual basis.

4.4 Replacement of Severed Provisions

In the event of suspension or invalidation of any Article or section of this Agreement by operation of law, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

ARTICLE 5 - DUTIES AND RESPONSIBILITIES

5.1 Listed and Reasonably Related Duties

Each classified employee in the bargaining unit represented by the CCE/AFT shall be required to perform all applicable listed duties and responsibilities contained in applicable Board Policies (BPs) and Administrative Procedures (APs), applicable job description and applicable state law. As should be specifically stated on each job description, each classified employee also may be required to perform duties and responsibilities not specifically listed in the applicable job description if such duties and responsibilities are reasonably related to the classification of the classified employee. Employees who believe their reasonably related duties are outside of classification work or result in excess workload should see articles 10.4, 11.10 and 12.7 respectively.

5.2 Compliance with Lawful Directives

Each classified employee in the bargaining unit shall follow all lawful directives from the immediate supervisor(s), the Superintendent/President or administrative designee or the Board.

5.3 Job Related Training

Employees may be required by the District to participate in job-related training appropriate to their duties and responsibilities. The District shall maintain appropriate records and notify employees of required job-related training. The District will assume all the cost of said training. Such training shall be performed during work hours when possible or shall be compensated in accordance with Article 12 – Compensation.

ARTICLE 6 – UNION RIGHTS

6.1 General

6.1.1 Bargaining Unit Work

6.1.1.1 Contracting Out

The District shall follow the provisions of the Education code with regard to contracting out.

6.1.1.2 Substitute Employees, Short-Term (Hourly) Employees, and Professional Experts

The District shall follow the provisions of the Education code with regard to substitute employees, short-term (hourly) employees, and professional experts.

6.1.1.3 Transfer of Bargaining Unit Work

The District shall follow all applicable laws and regulations with regard to the transfer of bargaining unit work, which shall include but not limited to reasonable notice to CCE/AFT of the transfer of said work and the opportunity to bargain over all applicable decisions and effects, as required by law.

6.1.1.4 Bargaining Unit Vacancies

The District shall engage in timely hiring practices and keep CCE informed of the status and progress of each recruitment.

6.1.2 Notification of New Unit Employee

The District shall provide the CCE/AFT the information specified for such new hires in Section 6.6.2 within thirty (30) days from the date the employee starts work.

The District and the CCE/AFT agree that all new employees of the District whom fall within the bargaining unit represented by CCE/AFT shall be informed by the District that CCE/AFT is their exclusive representative. In fulfilling this obligation, the District shall do the following:

6.1.2.1 At the time the new employee is presented with information and documents to review and sign regarding benefits, employee manual, tax information, and other documents needed by the District to commence the new employee's employment, the employee shall be provided a copy of the current Collective Bargaining Agreement between the District and CCE/AFT, and, a form to be provided by CCE/AFT which notifies the employee that

CCE/AFT is their exclusive representative. Such form shall provide the employee the opportunity to provide contact information for CCE/AFT to use in contacting the employee. The employee shall sign the form acknowledging receipt of the form, and such form shall be forwarded to the CCE/AFT President within three working days of the date the new employee signs the form.

- 6.1.2.2 The District shall provide no other information to the new employee regarding Union rights, dues, or obligations as an employee represented by CCE/AFT, except as expressly stated within this Agreement.
- 6.1.2.3 Any employee who is paying dues may stop making those payments by giving written notice to the Union in accordance with the CCE/AFT withdrawal process.
- 6.1.2.4 The District shall provide new employee orientation to all new hires, after Palomar College Governing Board approval. CCE shall have the right to attend and present during the orientation. The employees shall remain on paid time during CCE's presentation and shall be required to attend CCE's section.

CCE shall be provided with a minimum of thirty (30) minutes during or at the end of the orientation. The District shall provide one (1) hour of paid release time for two (2) CCE representatives, as selected by the CCE President or designee. Said release time shall not be counted toward the total release time contained elsewhere in the collective bargaining agreement.

6.1.3 Distribution of Contract

The parties shall mutually agree upon the number of copies of the Agreement to be reproduced after Governing Board approval and shall equally share in the cost of reproducing and printing said copies.

The reproduction of the collective bargaining agreement shall be completed and received by the CCE/AFT, as soon as practicable, after the Governing Board ratification. The CCE/AFT shall be responsible for distribution of the agreement to its bargaining unit members.

Additionally, the District shall provide each new employee of the bargaining unit subsequent to the effective date of this Agreement with one (1) copy of this Agreement before starting work. Any addendums and/or changes to this Agreement reached within the duration of the Agreement shall be distributed via electronic means and may be printed using District property.

6.2 Communication with Unit Employees

The CCE/AFT shall have the right to put notices of activities and matters of CCE/AFT concern on bulletin boards adjacent to employee mailboxes and directly into employee mailboxes. The CCE/AFT shall bear all expenses related to printing such notices. All such notices shall include the name of the CCE/AFT and date. A reasonable part of the bulletin boards (not to exceed one-third but no smaller than twelve inches by twelve inches (12"x12")) will be reserved for the CCE/AFT and will be so labeled. An area and bulletin board shall be provided by the District at each satellite location as well as the north and south campuses. The CCE/AFT shall be responsible for the content of all its information and notices.

6.2.1 District E-mail

The CCE/AFT shall have the right to use the District e-mail system to communicate with employees in accordance with state law and District policies and procedures. E-mail communications for Union purposes will identify the Union in the subject heading of the communication and may only be sent or responded to during breaks, lunch, before or after work hours, or during release time as provided by this Article.

6.3 Conducting Meetings

Authorized CCE/AFT representatives conducting CCE/AFT business may meet with unit members on District property only during times when the unit members are not required to perform assigned duties, except in situations where immediate, direct representation is required. Casual, incidental and brief conversations between classified unit members during times when they are required to perform assigned duties are not prohibited by this provision.

6.4 Use of District Equipment and Supplies

6.4.1 Facilities

The CCE/AFT shall have the reasonable use of District facilities at reasonable times as well as one assigned office, on the San Marcos campus, for the purpose of meetings concerning negotiations, grievance processing, and/or Union business related to activities pursuant to its responsibilities under the Education Employment Relations Act. The designated office shall be reserved solely for the use of the CCE/AFT. Key access to the designated office shall be limited to officers of CCE/AFT unless otherwise arranged by prior written consent. Use of all other facilities shall be subject to the District's normal room reservation and facilities use procedures.

6.4.2 Equipment

The CCE/AFT shall have the reasonable use of District equipment. The District will bill the CCE/AFT within forty-five (45) business days for the costs of materials used and the CCE/AFT will promptly pay said bill(s).

6.5 Committees, Councils, and Other Meetings

6.5.1 Position Authorization Meetings

The CCE/AFT representatives and the District's Human Resource Services representative or designee agree to meet to discuss current budgeted and prioritized PARs at a mutually accepted time and to ensure no disruption of District operations, both parties agree to provide information and/or input in a timely fashion.

6.5.2 Hiring Committee

The District shall contact the CCE/AFT regarding requests for classified bargaining unit representatives on non-faculty hiring committees. The CCE/AFT shall designate the classified representative(s) to serve on such committees.

6.5.3 District Committees, Councils, Ad Hoc, or Work Groups

The CCE/AFT shall participate on the District's shared governance committees, councils, Ad Hoc or Work Groups as delineated in the Palomar Governance and Administrative Structure. The District and the CCE/AFT shall discuss any future changes on these bodies regarding CCE/AFT representation. The District shall contact the CCE/AFT President or designee for classified representative(s). The CCE/AFT shall have the sole responsibility for appointing a classified representative. These appointments shall be for all current committees and councils currently established and their successors) by shared governance structure of the District.

6.6 Right to Information

6.6.1 Information Requests

The District agrees to provide information to the CCE/AFT upon request which is necessary and relevant for the CCE/ACT to discharge its duty to represent its bargaining unit members. The CCE/AFT shall make all such requests to the Superintendent/President or designee indicating the specific information needed and the reasons for such information. Any request made orally shall be followed up with written confirmation of the request in a reasonable amount of time. The information will be provided in a timely fashion, or the District representative will respond with reasons why the information will not be provided (e.g., confidential records, legal

privilege, and non-availability). The Superintendent/President or designee will respond in accordance with all applicable laws. The District agrees to provide the CCE/AFT, upon request, public budget information and related public documents and information including such quarterly reports on income, expenditures and performance to State-required standards, as may be submitted to the Chancellor of the California Community Colleges or other accrediting agencies.

6.6.2 Rosters

The District shall provide every one hundred and twenty (120) days, free of cost, an electronic roster of the names, home addresses, home telephone numbers, hire date, department locations, percentage of assignment, pay grade, position number and classifications (job title) of all bargaining unit members. This electronic roster shall be provided to CCE and regularly updated by the District on a secured shared drive.

6.7 Released Time

Any unit member intending to utilize released time authorized under this Article shall provide advance written notification to his/her immediate supervisor when practical. Released time shall not be used for any concerted refusal to work or any political activity, nor can the unused hours be accumulated.

6.7.1 Presidential Release Time

Commencing July 1, 2024, the District shall grant release time for fiscal years 2024-2025 and 2025-2026, to the President of CCE which shall be equivalent to the president's annual bargaining unit position assignment. This release time shall be used for matters pertaining to mutual interest of the parties as they relate to employee/labor relations and for CCE business. The release time provided herein shall be paid at the president's regular rate of pay.

At the conclusion of a CCE Presidency, the employee shall have right to return to their respective position in which they were working prior to the commencement of their term.

If during the term of this Agreement, should the CCE President change, the District shall have a reasonable amount of time to address backfill prior to the implementation of full release time. Should it take longer than 60 days to secure a backfill, the parties will meet to develop and implement a transition plan.

The District reserves the right to backfill the President's position with substitute, short-term, and/or out of class assignments. Should an out of class assignment for the backfilled position exceed two years it shall

not be in violation of the CBA.

All other applicable terms and conditions of the CBA, District policy, law, etc. shall apply to the unit members who are on paid release time provided herein.

The parties agree to meet to discuss the continuance, modification or discontinuance of this provision on or before January 15, 2026.

6.7.2 Union Business

The District shall grant Executive Council members, stewards, and grievance officers of the CCE/AFT sixty-three (63) hours of released time per week for Union business, including processing grievances, and executive council meetings without loss of compensation. Union business, as used in this section, does not include negotiations or other meetings involving District representatives and CCE/AFT, including shared governance and/or hiring committee meetings where duly-appointed unit members serve as the designated representative(s) for the CCE/AFT and/or for the bargaining unit (refer to 6.7.2) as long as the total time released inclusive of these meetings does not exceed 50% of the scheduled work. The allocation of the sixty-three (63) hours per week is at the discretion of the CCE/AFT, subject to the following provisions:

- 1) Released time does not include backfill to members' positions who may be allocated such time, with the exception of the Union President as outline in 6.7.1. Further, this released time is not intended to provide any direct compensation to members who may be allocated such time and whose position(s) is/are not back filled. In the event, the member is asked to work more than 40 hours per week to perform District work, the member shall be compensated based on Article 11.8.
- 2) The CCE/AFT President or designee will designate in writing, at the beginning of each fiscal year, the members that will be released and the number of released hours per week. The notice shall be sent to the Assistant Superintendent/Vice President for Human Resource Services.

6.7.3 Negotiations

Negotiation meetings between the parties shall take place at mutually convenient times and places. In addition to the Union President, the District shall grant release time without loss of compensation to no more than four (4) official negotiators of the CCE/AFT for meeting and negotiating with official District negotiators. An additional two (2) employees may attend negotiations as official negotiators but not on

paid released time.

In addition to the release time for the President as outlined in 6.7.1, the District shall grant the four (4) official negotiators one (1) hour of released time without loss of compensation for each four (4) hours of scheduled negotiating sessions with official District negotiators for negotiations preparation.

6.7.4 CCE/AFT Training, Conferences, Conventions

A total of 160 hours of release time without loss of compensation will be granted to be distributed among the CCE/AFT membership to attend training sessions sponsored by the CCE/AFT or its state or national affiliate. This release time may be used by any employee(s) designated by the CCE/AFT Executive Council but may not exceed a total of 160 hours per fiscal year. Application for this release time shall be made in advance, with (10) business days advance notice, absent unforeseen circumstances to the Assistant Superintendent/Vice President, Human Resource Services, who shall grant the request if it is consistent with this Article and does not significantly interfere with the business needs of the District and/or the discharge of the designated representative's duties as an employee. All requests require the agreement of the designated employee's supervisor.

6.7.5 CCE/AFT General Membership Meeting

This District shall grant up to one (1) hour per quarter released time for bargaining unit employees to attend a general Classified Staff meeting. CCE/AFT shall provide at least three (3) days advance notice and a written agenda to the Superintendent/President for such meetings. Additional one (1) hour meetings will be granted upon mutual agreement that will not be unreasonably withheld.

ARTICLE 7 – DISTRICT RIGHTS

7.1 Powers and Authority

It is understood and agreed that the District retains and reserves all of its powers and authority to direct, manage and control to the full extent of the law. The parties agree that all of the duties and powers covered within this Article are subject to bargaining between the parties to the fullest extent permitted by law, and that this Article shall in no way be construed as a waiver of CCE/AFT's legal bargaining rights. The District's duties and powers include, but are not limited to the right to:

- 7.1.1 Determine its organizational structure including the chain of command, division of authority, organizational divisions and subdivisions, and to delegate its rights and responsibilities to the Superintendent/President and to such other officials, persons, departments, divisions, and committees as it shall from time to time determine;
- 7.1.2 Direct the work of its employees;
- 7.1.3 Determine the time and hours of operation and the District calendar;
- 7.1.4 Determine the kinds and levels of services to be provided and the methods and means of providing them;
- 7.1.5 Establish its educational policies, procedures, goals and objectives;
- 7.1.6 Ensure the rights and educational opportunities of students;
- 7.1.7 Determine staffing patterns and assignment of employees to work schedules, locations, facilities, offices, equipment, functions and activities;
- 7.1.8 Determine the number and kinds of personnel required;
- 7.1.9 Determine the utilization of personnel including the qualifications for positions, screening and selection procedures for positions, and duties to be performed;
- 7.1.10 Maintain the efficiency of District operations;
- 7.1.11 Determine the curriculum;
- 7.1.12 Determine and control the geographical structure of the District, including internal and external boundaries;
- 7.1.13 Determine and control the acquisition, administration and disposal of District properties whether owned, leased, or otherwise controlled, including all land, building, facilities, grounds, parking areas, fixtures, machinery, and other improvements;

- 7.1.14 Build, move or modify facilities;
- 7.1.15 Determine and manage the financial structure, including all decisions and conditions relating to all sources and amounts of District income, funding, taxes, and debt; all investment policies and practices, and all budgetary matters and procedures, including the budget calendar, budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;
- 7.1.16 Contract out work not normally performed by unit members and manage and determine and control the utilization of personnel outside of this Agreement including consultants, substitutes, casual and provisional personnel and supervisory, confidential and management personnel;
- 7.1.17 Adopt reasonable rules and regulations, including those related to safety and security matters;
- 7.1.18 Determine and implement equal employment policies and programs; and
- 7.1.19 Take action on any matter in the event of an emergency.

In addition, the District retains the right to select, hire, classify, assign, reassign, establish evaluation standards, promote, direct, terminate, layoff and discipline employees, and to establish procedures to implement these matters.

7.2 Exercise of Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and expressed terms are in conformance with law.

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver on the part of the District or preclude the District from exercising such right in a different manner at a different time.

7.3 Emergency Conditions

In the event of a lawful emergency, the District retains the right to temporarily amend, modify, or rescind policies and practices referred to in this Agreement. Such suspension shall continue only for the duration of the emergency and only while such temporary suspension continues to be necessary.

For the purposes of this Section, an emergency shall be one declared by national, state, or local government or a natural disaster such as earthquake, fire or flood. The District agrees that, in regard to a declared emergency and decisions made therein, the CCE/AFT shall have the right to subject such declaration and decisions made therein, to the provisions of the grievance procedure when such declaration or decisions violate the provisions of the Agreement.

ARTICLE 8 - MEDICAL EXAMINATIONS

8.1 Medical Examinations (Fitness for Duty Examinations)

The Superintendent/President or designee may require a classified employee to undergo a medical examination, psychiatric examination or testing for controlled substances if there is a reasonable suspicion that any such examination is in the best interest of the District or the classified employee. These examinations will be at District expense.

8.2 Any medical examination or test required by law or district policy shall be conducted during the employee's paid work hours.

ARTICLE 9 - EMPLOYMENT STATUS

9.1 Probationary Period

Effective July 1, 2023 a newly hired employee will serve in probationary status for six months from the date of appointment by the Board. The six-month probationary period shall consist of six (6) calendar months of paid active service with the District. Time spent on leave of absence without pay shall not apply toward completion of the probationary period.

Probationary employees shall be evaluated two times within that probationary period.

The District may release a probationary employee at any time during the probationary period. In this event, the employee will be given written notice, and, at the employee's request, the employee may meet with the Vice President of Human Resource Services or designee, at which meeting the employee may have a CCE/AFT representative present. The District will notify CCE/AFT of employment termination.

An employee who has not completed his/her probationary period and who voluntarily leaves the service of the District, and who is subsequently reemployed as a Classified employee may be required to successfully serve a new probationary period of six months of active service beginning on the date of the reemployment in such position.

Full-time peace officers or public safety dispatchers who are certified by the Commission on Peace Officer Standards and Trainings will serve in a probationary status for one (1) year from the date of appointment by the Board to that full-time position, as required by the law.

9.2 Permanent Employee

A Classified employee who successfully serves and completes the initial probationary period shall be designated as a permanent Classified employee of the District.

ARTICLE 10 - CLASSIFICATION AND RECLASSIFICATION

10.1 Classification Specifications (Job Descriptions)

The Superintendent/President or the Assistant Superintendent/Vice President, Human Resource Services shall exercise control and authority over the preparation and review of classification specifications (job descriptions) for all classified employees in the bargaining unit represented by CCE/AFT. This preparation and review shall include classification titles, listing of qualifications and listing of duties.

The Board retains final authority over all classification specifications including any revisions. Before final action is taken on such classification specifications, the District shall seek and consider any input from CCE/AFT.

10.2 New Classifications

The District will provide the CCE/AFT with a completed Position Authorization form two business days prior to the Position Authorization meeting. Position Authorization meetings are outlined in 6.5.1.

The District may establish a new classification at any time. Before final action is taken on any new classification within the bargaining unit, the District shall seek and consider any input from the CCE/AFT regarding the new classification. The CCE/AFT will provide input no later than 10 business days after the Position Authorization meeting. Position Authorization and New Positions shall be reviewed at the Position Authorization meetings.

10.3 Changing, Establishing and Abolishing Positions or Classifications

The District will provide the CCE/AFT with a completed Position Authorization form two business days prior to the Position Authorization meeting, unless mutually agreed upon.

The District may establish a new position at any time, and may abolish a vacant position at any time with Governing Board approval. The District will negotiate the abolishment of positions with CCE/AFT in accordance with the law. If the position involves a new classification, or changes to an existing classification, the parties shall follow the procedure in Article 10.2.

When the position does not involve a change to a classification the District will provide the CCE/AFT a copy of the Position Authorization form and the CCE/AFT may provide input.

10.3.1 Classification Review

As positions are vacated and reviewed for recruitment, the District shall review the classification specification for accuracy and make updates as required to meet operational needs. CCE/AFT may select

ten percent (10%) of classifications, at the beginning of each fiscal year, for review at the Position Authorization meeting. In addition, the District can bring forward classifications for review throughout the year to meet district needs.

10.4 Reclassification

10.4.1 Purpose and Eligibility

Reclassification may be required as a result of gradual change in the permanent assigned duties, responsibilities, scope, impact, or minimum qualifications or the position and/or District reorganization. Temporary changes are addressed under working a unit member out of class, in accordance with Article 12.

A position held by a permanent, non-probationary classified employee may be reclassified. Probationary classified employees are not eligible to initiate a reclassification.

10.4.2 Provisions

10.4.2.1 Increases in the volume of the same level work shall not be the basis for reclassification.

10.4.2.2 Classifications which have been in existence for less than one year are not eligible for reclassification.

10.4.2.3 Only one (1) request within a twelve (12) month period may be submitted for a reclassification of a specific position

10.4.2.4 Pending any final action on a request for reclassification, the classified employee shall continue to perform the duties and responsibilities that prompted the reclassification request.

10.4.3 Initiation and Timeframes

An employee, supervisor, administrator, or Human Resource Services (District) may initiate a Request for Reclassification. An employee may request the assistance of the CCE/AFT in submitting the request.

There will be one (1) reclassification cycle per fiscal year. Requests must be submitted by December 15th to the employee's immediate supervisor. The annual reclassification cycle shall be completed in a period of twenty-four (24) weeks following December 15th of each year.

10.5 Reclassification Review Process

10.5.1 Reclassification Process

Reclassifications shall be initiated through the submission of a

Reclassification Request. Where an employee initiates the reclassification request, the employee must sign and route the Request to his or her supervisor to sign and ensure submission to Human Resource Services by the December 15th submission deadline.

During the reclassification cycle, the Assistant Superintendent/Vice President, Human Resource Services or designee will issue periodic updates to participating classified employees and their supervisors regarding the status of their reclassification requests.

The Assistant Superintendent/Vice President, Human Resource Services or designee shall review the completed Request.

10.5.1.1 If the Request is accepted, Human Resource Services will request the incumbent to complete a Classification Questionnaire. The employee has twenty (20) workdays to submit the Classification Questionnaire to Human Resource Services.

10.5.1.2 The incumbent shall submit the completed Classification Questionnaire to the immediate supervisor for review. The supervisor will complete the Supervisor Supplement and forward this form along with the completed Classification Questionnaire to the appropriate next level supervisor. The next level supervisor shall return the employee's Classification Questionnaire and the Supervisor Supplement to Human Resource Services.

10.5.1.3 The reclassification submission shall be subject to a desk audit prior to a recommendation by the Assistant Superintendent/Vice President, Human Resources, or designee.

10.5.1.4 The Assistant Superintendent/Vice President, Human Resource Services or designee will develop a classification recommendation and supporting materials.

10.5.1.5 The classification recommendation from Human Resource Services will be reviewed with the employee and supervisor before it is submitted to the Superintendent/President for recommendation to the Board for final decision.

10.6 Reclassification Implementation

When a position is reclassified, the incumbent shall be placed on the new salary range at his/her current step. Effective with the reclassification cycle commencing on and after December 15th, 2017, the effective date of the reclassification shall be

January 1st of the fiscal year in which the request is submitted, regardless of the date of Governing Board approval. An incumbent will at no time be expected to reapply for his/her reclassified position. Commencing on and after December 15th, 2017, out-of-classification pay occurring after January 1st of the calendar year immediately following the year in which the reclassification request was submitted, shall be deducted from the amount of retroactive pay resulting from a successful reclassification.

10.7 Appeals

If the reclassification request is denied at any time during the reclassification process an employee may submit an appeal to the Reclassification Appeals Committee within ten (10) workdays of receiving notice of the denial. The Reclassification Appeals Committee shall be composed of two (2) members selected by the CCE/AFT and two (2) members selected by the District, and one (1) member of the Confidential and Supervisory Team (CAST) that is mutually agreed upon by the CCE/AFT and the District's members. Each member shall have one (1) vote. Within twenty (20) workdays of receiving a written appeal from an employee, the Reclassification Appeals Committee shall present their findings and a recommendation to the Assistant Superintendent/Vice President, Human Resource Services. The Assistant Superintendent/Vice President, Human Resource Services, shall make the final binding decision which shall be shared with the appeals committee prior to notifying the employee.

(Changes will not be retroactive to the previous fiscal year)

ARTICLE 11 - HOURS AND OVERTIME

11.1 Workweek

The traditional workweek for full-time classified employees shall consist of five (5) consecutive days within any week, eight (8) hours per day and forty (40) hours per week. A week shall be defined as a seven-day period from 12:01 a.m. Sunday through Saturday midnight. This Article 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, as provided by Section 11.8, below.

11.2 Alternative Work Week

The Palomar Community College District may establish and modify within its discretion, and with the concurrence of the CCE/AFT, alternative workday and workweek schedules for bargaining unit employees pursuant to the Education Code Section 88040.

11.2.1 The Board may provide a 9-hour per day, 80-hours per two (2) week work schedule for classified employees.

11.2.2 The Board may provide a 9-hour per day for 4 days, and one 4-hour day work schedule for classified employees.

11.2.3 The Board may establish a 10-hour per day, four consecutive day workweek for classified employees.

11.2.4 Every position employing a schedule authorized under Education Code Section 88040 will be identified as having regular work hours for each day of the weekly schedule.

11.3 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. Any changes to an employee's work assignment after it has been initially set shall be made in accordance with Educational Code Section 88040(a)(1). The District shall provide written notice of the intent to change an employee's work schedule, and the parties agree to meet within ten (10) business days upon receipt of the notice. The District may change an employee's work schedule without notice in the case of an emergency as defined in Article 7.3.

11.4 Adjustment of Assignment

Any part-time classified employee who works an average of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive workdays or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

11.5 Lunch Periods

11.5.1 When an employee has been scheduled to work six (6) hours, the employee shall be entitled to an uninterrupted, duty-free lunch period. The length of time for such a lunch period shall be for a period of one (1) hour or one-half (1/2) hour and shall be scheduled for part- or full-time employees at or about mid-point of each work shift. Lunch periods shall be scheduled with input from employees.

11.6 Fitness Release Time

An employee participating in an exercise program may be granted fifteen (15) minutes per day of release time to be taken as outlined below. To participate the employee must submit a verification of actual participation in the exercise program to the employee's immediate supervisor.

- a) 15 minutes prior to the start of the scheduled workday;
- b) 15 minutes at the end of the scheduled workday; or
- c) 15 minutes at the beginning or end of the scheduled lunch period.

11.7 Rest Periods

11.7.1 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).

11.7.2 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.

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

11.8 Voting Time-Off

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time, up to two (2) hours, for such voting by the employee without loss of pay.

11.9 Overtime

- 11.9.1 Overtime must have prior written approval from the employee's supervisor. All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1.5 times) 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.
- 11.9.2 A 9-hour per day, 80 hours per two (2) week work schedule, defines overtime as any time worked in excess of nine (9) hours on any scheduled nine (9) hour workday and in excess of eight (8) hours on the single eight (8) hour workday, or any time worked on a day not scheduled for a workday that would cause more than eighty (80) hours to be worked in the two (2) week work schedule.
- 11.9.3 A 9-hour per day for four (4) days and one 4-hour day work schedule, defines overtime as any time worked in excess of nine (9) hours on any scheduled nine (9) hour workday and in excess of four (4) hours on the scheduled 4-hour day, or any time worked on a day not scheduled for a workday that would cause more than 40 hours to be worked in the established work week.
- 11.9.4 For other alternative schedules not specifically identified, such schedules would require that employees be paid overtime rates for hours worked in excess of 40 in a week and/or the specified number of hours for that day.
- 11.9.5 An employee may refuse the assignment of non-mandatory overtime work. The District shall make a reasonable effort to distribute overtime equitably among qualified employees.
- 11.10 Compensatory Time-Off
- 11.10.1 Subject to limitations under the federal Fair Labor Standards Act (FLSA), 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.
- 11.10.2 Subject to limitations under the federal FLSA, 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.

11.10.3 As long as the federal FLSA 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 months of the time of the overtime work.

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

11.11 Workload

11.11.1 Employees shall perform their work assignments as outlined in their position classification within their scheduled work hours, including duty free rest and meal periods. The District shall direct, prioritize workload and the distribution of work. An employee who has concerns regarding assigned workload shall bring their concerns to their supervisors. If a supervisor identifies a workload issue, the supervisors shall respond in writing.

11.11.2 Employees may contact Human Resources, regarding workload issues, after the employee has discussed the issue with their supervisor. Upon receipt of a workload concern, Human Resources and CCE shall meet with the employee and their immediate supervisor within fifteen (15) working days to find a resolution. For purposes of this section, a workday refers to a day when the unit member is scheduled to work. Nothing in this section shall be interpreted as an abrogation of District rights.

ARTICLE 12 – COMPENSATION

12.1 Salary Schedule

The salary schedule for classified bargaining unit employees shall be as set forth in Appendix B. Updates to the established salary schedules shall be posted on the Human Resources website.

For fiscal years 2023-2024 and 2024-2025, the full percentage of State-funded COLA, including any retroactive funds, will be applied to the salary schedule as soon as practicable.

District and CCE/AFT agree that all CCE/AFT bargaining unit members shall receive the same proportionate increases to salary as received by employees represented by the Palomar Faculty Federation for the life of this agreement. Examples of the proportionate increase include but are not limited to stipends, matrix increases, etc. The CCE/AFT has sole discretion as to the application of the proportionate increases to salary for the CCE/AFT bargaining unit members.

If the projected COLA for 2025-2026 is above three percent (3%), on or before April 1, 2025, CCE and the District agree to meet and discuss the development and implementation of a comprehensive Resource Allocation Formula (RAF) model effective on or after July 1, 2025.

12.2 Initial Placement

The starting salary or rate of pay for new employees is the first step of the salary range to which the classified position is assigned. The Superintendent/President may authorize a salary step placement for new employees above Step One.

12.3 Service Increments

Classified employees advance on the salary schedule on July 1 of each year. New employees hired between the first day of Spring semester and July 1 will advance on the salary schedule on July 1 following one full year of employment.

12.4 Reappointments

An employee re-employed by the District in the same classified position after a break in service of less than one (1) year may be eligible to receive the same salary step placement he/she would have received had the break not occurred. An employee re-employed in a different classified position after any break in service or to the same classified position after a break in service of one (1) year or more will be compensated in the same manner as a new employee. (Ed. Code 88128).

12.5 Overtime

Overtime shall be compensated for in accordance with the provisions of Article 11.8 – Overtime. Overtime is worked only with prior approval of the immediate supervisor. The District shall make a reasonable effort to distribute overtime equitably among qualified employees.

12.6 Promotion, Transfer, and Demotion

12.6.1 Promotion

When an employee is promoted to a position in a classification 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 which 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.

12.6.2 Transfer

When an employee is transferred to a classified position in the same salary range, he/she shall retain the step held in the former classification.

12.6.3 Demotion

12.6.3.1 Employee-Initiated Demotions

When an employee voluntarily demotes to a classification in a lower salary range, s/he shall retain the step held in the former classification.

12.6.3.2 District-Initiated Demotions

When an employee is assigned by the District to a classification in a lower salary range, the salary placement will be at a step closest to the employee's current rate of pay as long as the salary is within the salary range of the new assignment and is equitable in terms of experience, length of service, and skills, to other employees in the classification. When an employee is demoted to a classification in a lower salary range, s/he shall retain the step held in the former classification.

12.6.4 Service Increments

Service increments are not affected by salary adjustments due to promotions, transfers or demotions.

12.7 Working out of Class

An employee may be assigned, upon prior written approval by the appropriate Executive Administrator or designee to work out of the employee's current classification and to perform duties and responsibilities of a higher classification or to perform other duties that, while not specifically assigned to another classification, are nevertheless inconsistent with the assigned position. Out of class assignments are five (5) days or greater in duration and shall be effective the first day of such assignment. When the District makes an out-of-class assignment relevant to the performance of work of a vacant position, the District shall not assign to any individual out-of-class hours that exceed 960 in a fiscal year.

12.7.1 100% Out of Class Assignment in a Specific Classification

12.7.1.1 Duration

Out of class assignments shall be no longer than one (1) year in duration. With mutual consent between the District and the CCE the employee may work in the out of class assignment for one (1) additional year. Under no circumstances shall an out of class assignment exceed two (2) years.

12.7.1.2 Compensation

The salary shall at a minimum be assigned to a step on the new salary range which is the next higher dollar amount above the current salary that represents at least a 5% increase or step at 5% or more of the out of class grade, whichever is greater. If the employee retains the out-of-class assignment at the beginning of a new fiscal year, the employee shall receive a salary step increase.

12.7.1.3 Assignment

Out of class assignments shall be treated like open positions and posted internally to all bargaining unit members. All qualified bargaining unit members shall be given the opportunity to apply for the assignment.

12.7.1.4 Pensionable Compensation

For employees who are not performing any of their prior

duties in their new out-of-class assignment, their entire compensation will be reported as pensionable

12.7.2 Expanded Higher Level Duties Outside of Current Classification

12.7.2.1 Duration

Expanded higher level duty assignments shall be no longer than one (1) year in duration. With mutual consent between the District and the CCE the employee may work in the out of class assignment for one (1) additional year. Under no circumstances shall an expanded higher level duty assignment exceed two (2) years.

12.7.2.2 Compensation

The salary adjustment shall be commensurate with the additional duties that are assigned. The minimum salary adjustment will be at least 5% above the salary earned by the employee in his/her current classification.

12.7.2.3 Assignment

When expanded higher level out-of-class assignments become available, the supervisor shall notify all qualified department members of the available assignment. Unit members interested in serving in the out-of-class assignment shall let the supervisor know of her/his interest. The supervisor shall endeavor to rotate new assignments as they occur as much as practicable.

12.7.2.4 Non-Pensionable Compensation

Any additional compensation paid to an employee who is still required to perform any of his/her former duties while in an expanded higher level out-of-class assignment shall not have this additional compensation reported as pensionable compensation.

12.8 Call-In and Call-Back Pay

12.8.1 Call-In Pay

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

12.8.2 Call-Back Pay

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time spent.

12.9 Medical Examinations

The District shall pay the full cost for District-required medical examinations or reimburse the employee for any such cost incurred.

Any employee who, as a condition of employment, incurs any expenses resulting from District-required medical examinations and/or other requirements shall be reimbursed for such costs following completion of said requirements.

12.10 Differential Pay

Any employee who is required to work between 6 pm and 10 pm 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 pm and 6 am as part of the employee's regularly scheduled work hours shall receive differential pay of 6%.

12.11 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.

12.12 Doctoral Stipend

Effective upon ratification of this agreement, Classified unit members who have earned a Doctorate, shall receive an annual stipend as reflected on the Classified Employee Salary Schedule, for fiscal year 2022-23 the annual amount is \$1,702.84. The stipend is not part of base salary and will be adjusted with District approved salary schedule increases. Employees must submit official transcripts to Human Resources to receive the stipend.

12.13 Salary Checks and Deductions

12.13.1 Paychecks

Regular paychecks of employees shall be itemized to include: regular pay, other pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions.

The District shall maintain a payroll automatic deposit system which allows an employee the option of direct deposit of the employee's payroll check into a financial institution of the employee's choice. The

District shall continue to provide a payroll automatic deposit system as long as it is operationally feasible and requires no additional cost to the District.

12.13.2 Payroll Errors

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee pursuant to Education Code Section 88166 with a statement of the correction and a supplemental payment drawn against any available funds.

12.13.3 Overpayment of Pay and Allowances

In the event of an overpayment of pay and allowances, the employee or the District shall notify the other as soon as practicable. Should the employee be overpaid, the employee shall reimburse the District upon demand. Under no circumstances shall a deduction be made from any one paycheck that is greater than twenty-five (25%) of the employees' gross pay in a pay period. The sole exception to this rule shall be for an individual who is no longer an employee of the District.

12.13.4 Payroll Adjustments

Any payroll adjustment due an employee, including, but not limited to, vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid by regular payroll check following the payroll adjustment. The District will make every effort to ensure the adjustment is included in the regular payroll immediately following the circumstances requiring payroll adjustment.

ARTICLE 13 – HEALTH AND WELFARE BENEFITS

13.1 Benefits Provided

The District will cover the costs for the lowest paid Health Maintenance Organization (“HMO”) for the current medical plans offered for each probationary and permanent classified employee whose regular assignment is at least twenty (20) hours per week and their spouse, domestic partner (as defined in Appendix D – Spouses and Domestic Partnership), and other eligible dependents. These benefit programs include medical, dental, vision, long-term care, life insurance and long-term disability. The benefit plan design is included in Appendix H. Any plan that exceeds the HMO plans covered by the District will be paid by the employee through a payroll deduction. The parties agree to work collaboratively to control future health care costs and consider plan changes that are necessary to control health care costs.

District and CCE/AFT agree that all CCE/AFT bargaining unit members shall receive the same proportionate benefits as received by employees represented by the Palomar Faculty Federation or any other group for the life of this agreement.

13.1.1 Double Coverage

Double coverage occurs when two employees who are in the same household can select a District offered medical plan. Effective 2020-21, employees who are double covered by the District shall make medical plan selections as follows:

- Single Plan/Single plan
- Single Plan/2-Party coverage (i.e. employee and one (1) dependent)
- Single Plan/Family coverage (i.e. employee and two (2) or more dependents)
- Employees “grandfathered” into the opt-out incentive plan due to the transition from FBC to will be required to have one (1) spouse select the most appropriate plan to cover the employee and/or dependents, in order for the other spouse to continue to receive the current “opt out” incentive.

13.1.2 Employees who currently have duplicate coverage from another non-District employer and have currently chosen to opt-out of District health coverage in exchange for a stipend of \$2,400 annually may continue to opt-out and receive this stipend (grandfathered). This opt-out provision is no longer provided to other employees of the District. This opt-out provision is also not provided to those employees who are currently grandfathered, but who

later opt-in and accept the District's health coverage after May 30, 2017. All active employees otherwise not grandfathered by this article are required to participate in the medical plan.

13.2 All classified members shall be entitled to use the Wellness Center at the rate in effect for faculty on January 1, 2011.

13.3 The Employee Assistance Service for Education (EASE) program in place January 1, 2001 or the equivalent shall continue during the life of this Agreement.

13.4 The District shall continue to make available its voluntary Internal Revenue Code Section 125 Flexible Spending Plan, which allows employees to set aside part of their salary on a pre-tax basis to pay some dependent care expenses, some unreimbursed medical expenses, and some employee-paid medical insurance premiums.

13.5 The Benefits Committee will be convened monthly to review current benefits and utilization rates, explore options, and make recommendations to the District and the CCE/AFT for additions and changes to employee and retiree health and welfare benefits.

The parties will charge the District Employee Benefits Committee with the task of evaluating the medical plans offered by the District.

13.6 By participating in the Benefits Committee, neither the District nor the CCE/AFT waives any rights under the Educational Employment Relations Act (EERA) to negotiate all matters within the scope of bargaining.

13.7 The District will promptly deliver to the Benefits Committee complete copies of all documents (including attachments and/or enclosures) received from the Joint Powers Authority, insurance carrier(s) and benefit provider(s) regarding the health and welfare benefits.

13.8 Classified membership in the Benefits Committee, to be selected by the CCE/AFT, shall include four (4) active classified members and one (1) retired classified member.

13.9 For Retiree Benefits, refer to Article 24.

ARTICLE 14 - LEAVES

14.1 General Provisions

All verification of leaves may be initially submitted to the immediate supervisor but only the Superintendent/President or designee has the authority of the District to approve verifications of leaves or make final decisions on leaves. If a leave is denied, the District will provide written notification of the denial and the reasons for the denial, at the employee's request. For the purpose of this Article, the term "registered domestic partner" will apply when the term "spouse" is used.

14.1.1 Notification Requirements

An employee who has cause to request a paid leave of absence shall make a written request to his/her immediate supervisor as soon as possible prior to the anticipated leave. In instances where advanced written notice is impossible, the employee or his/her designee shall notify his/her supervisor as soon as possible as to the type of leave and probable duration. An employee absent because of illness shall keep his/her supervisor informed with regard to the expected date of return to work.

Failure to report absences in a timely manner may result in ineligibility for paid leave and may be considered an unauthorized leave.

14.1.2 Break-in-Service

No absence under any paid leave provision of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

During unpaid leaves of absence, the unit member will not accrue vacation, sick leave, holidays or other leaves or length of service credit.

14.1.3 Physician Approval

Unit members returning to work after illness or injury, after five or more consecutive days or if the District has a basis for believing that there is leave abuse, may be required to provide medical evidence of recovery sufficient to assume regular duties with or without reasonable accommodation. Medical examination(s) may be required by the District at District expense.

14.1.4 Additional Leave for Non-Industrial Accident/Illness-Reemployment (Education Code Section 88195)

A permanent classified employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or such lesser leave periods that it may provide but not to exceed a total of 18 months.

14.1.4.1 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this Policy and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.

14.1.4.2 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of 39 months.

14.1.4.3 At any time, during the prescribed 39 months, the employee is able to assume the duties of his/her position he/she shall be re-employed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

14.2 Authorized Leaves

14.2.1 Sick Leave (Education Code Section 88191)

Every classified employee employed on a full-time basis shall be entitled to twelve (12) days' leave of absence for illness or injury. A classified employee employed for a full workweek, but less than a full fiscal year, is entitled to that proportion of 12 days as the number of months he/she is employed bears to twelve (12).

- 14.2.1.1 Sick leave for a part-time or regular hourly employee shall be on the basis of his/her daily hours prorated one (1) day per month of service.
- 14.2.1.2 Credit for illness and injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate number to which he/she may be entitled, until the first day of the calendar months after completion of six (6) months of service with the District.
- 14.2.1.3 In the event an employee no longer is an employee and has utilized more days than earned, the District may deduct the unearned portion from the final pay warrant.
- 14.2.1.4 If the employee does not utilize the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year so long as he/she remains in the employment of the District.
- 14.2.1.5 For each scheduled workday employees shall be required to notify the supervisor, or designee, when unable to report to work due to illness.
- 14.2.1.6 Employees shall be required to present a licensed California Physician's or Christian Science Practitioner's certificate verifying the personal illness or injury after five (5) consecutive workdays of absence to Human Resource Services. The Superintendent/President or designee may require proof of illness or injury for less than five (5) consecutive working days of absence upon reasonable suspicion.

14.2.2 Extended Sick Leave (Education Code Section 88196)

An employee shall be credited once a year with a total of not less than 100 workdays of paid sick leave, including sick leave days under Section 14.2.1. Such days of paid sick leave in addition to those days of sick leave under Section 14.2.1 shall be compensated at 50% of the employee's regular salary. Such additional days shall be 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 compensating time prior to using the additional sick leave days

compensated at 50% of the employee's regular salary. Such days of paid sick leave excluding sick leave days under Section 14.2.1 shall not be accumulated from year to year.

14.2.3 Pregnancy Leave (Education Code 88193)

Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

14.2.3.1 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District. The District shall bear the cost of a physical examination by a physician appointed by the District.

14.2.3.2 The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District as to the employee's ability to return to normal duty. The cost of the appointed physician will be paid by the District.

14.2.3.3 The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commences.

14.2.4 Family Care Leave

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.

14.2.4.1 Reasons for Leave

Eligible employees are entitled to take up to twelve (12) weeks of unpaid leave in any twelve-month period of 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 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; or
- If an employee has a serious health condition that makes the employee unable to perform his or her 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.

14.2.4.2 Eligibility

Employees are required to have completed more than one 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 employees in that job classification.

14.2.4.3 Right to Family Care and Medical Leave

Subject to the terms and conditions stated in this Section, an eligible employee shall be granted an unpaid family care 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.

14.2.4.4 Written Notice

- 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.
- If the employee learns of facts 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) workdays of learning of the need for the leave.

- 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 of 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.

14.2.4.5 Certification of Serious Health Condition from Health Care Provider

14.2.4.5.1 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. 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 below. 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 family.

14.2.4.5.2 If the leave is requested for the employee's serious medical condition, the District may require certification of the serious medical condition by his or her health care provider. If additional leave is requested beyond the period stated in the certification, the District may require recertification in

accordance with the procedures set forth below.

The certification shall include:

- The date on which the serious health condition commenced;
- The probable duration of the condition;
- A statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position.

14.2.4.5.3 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 of the original certification, the District may require the employee undergo a third examination conducted by the 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 obtained after the initial certification shall be at District expense.

14.2.4.5.4 Prior to returning to work after an employee has been granted family care and medical leave for his/her own serious medical condition, the District may require the employee to obtain certification from his/her health care provider that the employee is able to resume his/her duties.

14.2.4.6 Right to Reinstatement

An employee returning from a family care and medical leave shall be assigned to the position he or she 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.

14.2.4.7 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 be 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 which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

14.2.4.8 Terms of Family Care and Medical Leave

- 14.2.4.8.1 An eligible employee who requests family care and medical leave for his or her own serious health condition is required to use all accrued sick leave and extended sick leave. Because family care and medical leave is limited to a 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.
- 14.2.4.8.2 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) 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.
- 14.2.4.8.3 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 employee fails to return from leave after the contemplated time period for a reason other than continuation, recurrence or onset of a serious health condition.

- 14.2.4.8.4 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.
- 14.2.4.8.5 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.
- 14.2.4.8.6 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff and seniority-related benefits, such as vacation.
- 14.2.4.8.7 Other than as set forth in this policy, the District shall not refuse to hire, discharge, fine, suspend, expel or discriminate in any fashion against any individual who:
- Utilizes the family care and medical leave set forth in this policy;
 - Gives information or testimony 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.

14.2.4.9 Effect of Family Care and Medical Leave 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.

14.2.4.9.1 Leave Available

Leave taken under the pregnancy disability policy set forth in this Article 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) weeks [approximately seven (7) months]. In order to be eligible for a combination pregnancy disability/family care and medical leave, pregnant employees must meet the eligibility requirements for the leaves.

14.2.4.9.2 Compensation During Leave

Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, a classified employee shall utilize sick leave and any other available differential sick pay 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.

14.2.4.10 Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

14.2.4.10.1 Leave Available

Leave taken under the industrial accident or illness disability policy set forth in this Article runs concurrently with family care and medical leave under both federal and state law.

Eligible permanent classified 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 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) work weeks 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 his or her 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 leaves, he or she 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.

14.2.4.11 Benefits and Reinstatement Pursuant to Combined Pregnancy Disability/Family Care and Medical Leave or Industrial Injury or Illness Disability/Family Care and Medical Leave

14.2.4.11.1 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 Resource Services for further information.

14.2.4.11.2 Reinstatement

An employee returning from a combination leave shall be reinstated pursuant to the reinstatement rights set forth in this Article.

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 District's obligations to that employee may be

14.2.5 Labor Code Leave (Labor Code Section 233)

An employee may use no more than six (6) days in any calendar year of accumulated sick leave to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions for use of sick leave by the employee shall apply.

14.2.6 Industrial Accident and Illness (Education Code Section 88192)

An employee shall be eligible for industrial accident and illness leave for personal illness or injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund. An employee must serve continuously for three years before the benefits of this leave are available to the employee.

14.2.6.1 An employee who has sustained a job-related injury or illness shall report the same to his/her immediate supervisor on the appropriate District form within twenty-four (24) hours of the injury or illness. The immediate supervisor shall notify Human Resource Services of said injury or illness. To qualify for industrial accident or illness leave, an employee shall be examined and treated, if necessary, by a physician designated by the District or the District's industrial accident insurance carrier. Whoever may be designated to treat the employee, if necessary, the District retains the right to have the employee thereafter examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability or illness is attributable to the injury and job.

14.2.6.2 Industrial accident or illness leave shall be subject to the following limitations:

- Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.
- Such leave shall not be accumulated from year to year.
- Such leave shall commence on the first day of authorized absence and shall be reduced by one (1) day for each day

of authorized absence regardless of a temporary disability indemnity award. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same injury or illness.

- For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any temporary disability indemnity checks received by him/her which could make the total compensation from both the District and such disability indemnity exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
- Upon conclusion of such leave, an employee may utilize any available personal illness or injury leave providing that any personal illness or injury leave utilization, when combined with any temporary disability indemnity shall not exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.
- Any employee receiving benefits for such leave, shall during the period of injury or illness, remain within the State of California unless the District previously authorized travel outside the State.

14.2.6.3 Any employee shall be permitted to return to service following an industrial accident or illness only upon presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his/her position without restrictions or detriment to the employee's physical and emotional well-being, and the health and safety of others.

14.2.6.4 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall be placed on re-employment list for a period of thirty-nine (39) months. When available, during the 39- month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of

funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept five (5) offers of an appropriate assignment by the District shall be dismissed for cause.

14.2.7 Personal Necessity Leave (Education Code Section 88207)

An employee may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per year.

14.2.7.1 For purposes of this provision, “personal necessity” is defined as:

- Death or serious illness of a member of the employees immediate family;
- Accident involving the employee’s person or property, or the person or property of a member of the employee’s immediate family;
- To attend a medical appointment that cannot reasonably be made at any time other than during the employee’s working hours;
- To attend a medical appointment of a child, parent, spouse, of the employee which cannot be reasonably made by anyone other than the employee and cannot be made at any time other than during the employee’s working hours;
- An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee’s working hours;
- Observance of a religious holiday;
- Matters of compelling personal business as defined below:
 - The term “personal business” includes attendance in activities such as graduation ceremonies and weddings of members of the immediate family, funerals of family members not provided for in bereavement leaves, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training activities, to be absent from any mandatory meeting or conference, or to engage in any concerted

activity against the District.

- When circumstances reasonable permit, the employee must give five (5) business days prior notice to their immediate supervisor. The employee must state the specific reason for the personal necessity leave.

14.2.8 Bereavement Leave (Education Code 88194)

- 14.2.8.1 An employee shall be eligible for five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family or household.
- 14.2.8.2 For the purpose of this section, “immediate family” shall be defined as the mother, father, grandmother, grandfather, grandchild, broth, or sister of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, or daughter-in-law of the employee; or any member of the immediate household of the employee.

14.2.9 Jury Duty Leave (Education Code 87036)

Employees shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law subject to the following provisions:

- Subject to the provisions below, the employee, while serving on jury duty, shall receive his/her regular earnings from the District;
- As a matter of general policy, the District does not normally encourage employees to seek exemption from or postponement of jury duty; the District will cooperate with an employee in any appropriate manner. Employees, who would otherwise be ineligible for paid leave under these provisions, who are denied an exemption or postponement after a good-faith application for same, shall be eligible for paid leave for a period not to exceed the normal tour of jury service for the particular judicial jurisdiction;
- An employee on jury leave shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment had been discontinued, in which case the employee shall be entitled to a comparable position.

14.2.10 Education Leave (Education Code Section 88221)

The Governing Board may grant a classified employee a full or part-time leave of absence with or without pay at the discretion of the Governing Board not to exceed one year, for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions in the District.

The following conditions must be met before an education leave is requested:

- The employee must have worked for the District for five (5) consecutive years.
- The educational program is approved by the appropriate senior and executive administrator as one that will improve the employee's performance in the position he/she holds;
- The employee and supervisor have agreed to a schedule that does not adversely affect the productivity or efficiency of the department/office.

14.2.11 Personal Leave

Upon the recommendation of the Superintendent/President, the Governing Board may grant leaves of absence with or without pay to permanent classified employees for personal and/or special reasons.

14.2.12 Critical Illness of Family Member

Up to three (3) days per year with pay shall be granted in the case of critical illness or accident for a member of the immediate family or household. This leave is in addition to that allowed for by Personal Necessity and is not deductible from any other authorized leaves or absences.

14.2.13 Quarantine

An employee whose place of residence is quarantined by County Health Officers shall receive full salary during the period of enforced quarantine. If the employee is not ill, no deduction will be made from his/her accrued sick leave.

14.2.14 Military Leave

Military leave shall be granted in accordance with applicable law.

14.2.15 Catastrophic Leave (Education Code Section 87045)

14.2.15.1 General Provisions

- Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time classified employees
- For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the

employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

- The CLB is intended to provide an extended period of time off work after the exhaustion of all other full-paid leaves for either an employee who has suffered an incapacitating illness or injury, or an employee to care for an incapacitated member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.
- Sick leave is donated by employees in hours.

14.2.15.2 Donations

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

office with copies furnished to Human Resource Services and the CCE.

14.2.15.3 Withdrawal Guidelines

- CLB withdrawals shall be approved by the Catastrophic Leave Bank Committee. The Catastrophic Leave Bank Committee shall be comprised of two (2) administrators appointed by the Superintendent/President or designee and two (2) classified members appointed by the CCE.
- The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury ("disability").
- The applicant will have exhausted all other full-paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.
- Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals shall be in hourly increments.
- Employees currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.
- If an applicant is eligible for extended sick leave under this Article, the leave drawn from the CLB will be prorated to bring the employee up to his/her base salary.
- An employee using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.
- An employee shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury; withdrawals for part-time employees shall be prorated based upon their percentage of employment.
- Withdrawals from the CLB shall be terminated

whenever:

- The employee is able to return to work or the immediate family member no longer needs home care to be provided by the employee
- The employee receives a monthly disability income from another source
- The employee's employment with the District is terminated
- The CLB runs out of donated sick leave

14.2.15.4 Withdrawal Procedures

- An employee may withdraw sick leave from the CLB when all of the following requirements are met:
 - A physician certifies that the applicant or immediate family member is disabled by illness or injury
 - If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her classification
 - If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary
 - The physician certifies that the disability is expected to continue for more than thirty (30) days
 - The employee (or his/her authorized agent) submits an application on the CLB Withdrawal Form
 - The employee's application is approved by the Catastrophic Leave Bank Committee.
- The certifying physician shall include his/her best estimate of the duration of the disability.
- The certifying physician shall state the employee's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the employee is able to perform his/her essential duties. The CLB Committee may determine that

the employee is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

14.2.15.5 Privacy Rights

- The certifying physician shall not be required or requested to disclose his/her diagnosis.
- The District, the CCE and/or the CLB Committee shall not disclose information about the employee's health or condition, except as authorized by the employee or his/her agent.

14.2.15.6 Agent for the Employee

- If the treating physician certifies that the employee's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the employee may act as the employee's agent (see Appendix D for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the employee may act on the employee's behalf.

ARTICLE 15 - HOLIDAY

15.1 Regular Holidays

Classified employees shall be granted the following holidays with pay to be scheduled each year by the District. Specific dates will be posted online.

Holidays	State Mandated # days	# District Adopted Holidays
Independence Day	1	
Labor Day	1	
Native American Day		1
Veteran's Day	1	
Thanksgiving	1	1
Winter Break		4
Admissions Day (recognized during Winter Break)		1
Christmas Eve		1
Christmas Day	1	
New Year's Eve		1
New Year's Day	1	
Martine Luther King Jr. Day	1	
Lincoln Day	1	
Washington Day	1	
Spring Break		4
Cesar Chavez Day (recognized Friday of Spring Break)		1
Memorial Day	1	
Juneteenth	1	

15.2 Board Declared Holidays

Pursuant to 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 workday 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.

15.3 Additional Holidays

Classified employees also shall 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 Education Code Section 79020 for a public fast, Thanksgiving or holiday; or any day declared a holiday under Education Code Section 79022.

15.4 Special Closure Holidays

Classified employees shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 24 through January 1. The period of time, December 24 through January 1, includes Admissions Day. Admissions Day cannot be used in lieu of another workday outside of December 24 through January 1.

15.5 Holidays Falling on Saturday or Sunday

When a holiday falls on a Sunday, it shall be observed the following Monday. When a holiday falls on a Saturday, it shall be observed the preceding Friday.

15.6 Eligibility and Payment for Holidays

15.6.1 Paid Status Requirement

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

15.6.2 Pay for Holidays Worked

Employees who are directed to work on a holiday are entitled to their regular compensation for that paid holiday in addition to time and one-half compensation for actual hours worked.

15.6.3 Alternate Work Schedules

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.

Employees working alternate work schedules are paid at 8 hours for each approved holiday, or a proportion thereof if less than full-time. Employees in coordination with their supervisor may adjust their work-week to 8 hours days, use vacation time or unpaid time for any hours in excess of the 8 hours of paid holiday time.

15.6.4 Holidays While on Paid Leave

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

ARTICLE 16 - VACATION

16.1 General Provisions

16.1.1 Eligibility

Probationary and permanent classified employees in the bargaining unit represented by CCE/AFT shall earn paid vacation time. Vacation is earned on a monthly basis commencing with the first month of employment. Employees are not entitled to accrue vacation credits while on leave without pay, during a break in service or after the last day that service is performed.

16.2 Accrual

16.2.1 Full-Time Employees

Vacation for full-time employees who have a regular assignment of forty (40) hours per week shall accrue according to the following schedule:

0-5 years of service	1.5 days per month (18 days)
6-10 years of service	1.67 days per month (20 days)
11+ years of service	2 days per month (24 days)

16.2.2 Less than Full-Time Employees

For all employees, regularly employed for fewer than 35 hours per week, regardless of the number of hours or days worked per week, the vacation credit shall be computed pro rata for each hour the employee is in paid status.

16.2.3 Carry-Over and Maximum Accrual

Vacation days accrued may be carried forward from year to year. An employee may earn or accrue up to, but no more than, the amount of vacation that could be accrued by the employee in a two-year period except as provided in Section 16.2.3.1.

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. Employees with vacation accruals in excess of the maximum will cease to accrue vacation until the excess accrual is used.

16.2.3.1 Exception to Maximum Accrual. When the needs of the District prevent an employee from scheduling earned vacation such that the employee will exceed the maximum accrual allowed within the two year limit, the

District will either: (1) provide a lump sum payment equivalent to the amount that exceeds the maximum accrual; or (2) allow vacation accrual in excess of the maximum accrual until such time as the District-determined need concludes and the employee is afforded the opportunity to schedule earned vacation. Determinations of District need and the duration of that need for purposes of denying vacation requests pursuant to this section require authorization from the appropriate Vice President.

16.3 Vacation Scheduling

16.3.1 Vacation Requests

Vacation must be requested in advance and may be taken at any time during the year upon mutual agreement with the appropriate supervisor. In all vacation scheduling, the needs of the District will have priority. Employee vacation requests submitted in writing shall be approved or denied in writing by the appropriate supervisor within five (5) business days of submittal. Vacation may not be used to extend the workday beyond eight (8) hours or the regular number of hours scheduled for that day.

16.3.2 Vacation Advances

Vacation may not be taken in advance except under extenuating circumstances, in which case the appropriate Executive Administrator or designee may authorize said request.

16.3.3 Leave for Illness or Injury and Scheduled Vacation

If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District may grant such request in accordance with vacation dates available at that time.

16.4 Conditions Upon Separation

16.4.1 Lump Sum Disbursement

Upon termination, retirement, or resignation from the District, employees shall be paid for a maximum of two years accumulated vacation at their rate of pay at time of separation, plus any additional sums covered by 16.2.3.1.

16.4.2 Deduction for Unearned Vacation

Upon an employee's separation from the District, any vacation advanced but unearned at the time of separation shall result in an equivalent deduction of pay from the employee's final paycheck. If the final paycheck is insufficient to cover unearned advanced vacation, the employee is responsible to reimburse the District for the remaining balance.

16.4.3 Vacation Pay to Employee's Estate

An amount equivalent to a maximum of two years accumulated vacation earned by an employee who dies in paid service to the District will be paid to the employee's estate at the employee's rate of pay at the last day of paid status plus any additional sums covered by 16.2.3.1.

16.4.4 Prohibited Use of Accumulated Vacation

Whenever an employee retires or resigns, the employee's last day of paid status 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, Human Resource Services. Accumulated vacation shall not be used to extend the effective date of retirement or resignation.

16.5 Effects of Other Conditions on Vacation

16.5.1 Holiday During Vacation

Holidays which occur during vacation periods will not be charged to vacation.

16.5.2 Interruption of Vacation

A classified employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided an employee supplies prior written notice and supporting information regarding the basis for such interruption or termination.

16.5.3 Vacation Credit while on Military Leave

Every employee who is granted a military leave of absence with pay from the District shall be afforded all vacation privileges to which they are entitled under this agreement, consistent with provisions of the Military and Veterans Code.

ARTICLE 17 - DISCIPLINE

17.1 General Provisions

The District recognizes that employee discipline must be fairly imposed with adherence to the concept of progressive discipline; provided, however, that the level of discipline initially imposed may vary depending upon the seriousness of the offense. The term “discipline” for the purposes of this Article does not include adverse or negative evaluations or pre-disciplinary corrective measures.

The employee has the right to request representation from the CCE/AFT during disciplinary conferences between the employee and his/her supervisors or managers.

17.2 Steps in Pre-Disciplinary Corrective Measures

In most circumstances the following sequence of pre-disciplinary, corrective measures would be used in order to avoid the need for formal disciplinary measures:

- Informal conference(s) will be held between the supervisor and the employee to discuss: (1) performance standards and behaviors expected on the job; and (2) feedback on problems regarding job performance and behavior.
- Verbal warning(s) will be identified as such at a meeting between employee and supervisor to clarify expectations and attempt to foster increased understanding of the established standards of performance and/or behavior if problems regarding job performance or behavior persist.
- Written warning(s) to be given at a meeting between the employee and supervisor if problems regarding job performance or behavior persist, which will outline the performance and behavioral issues, clearly state expectations relating to performance and/or behaviors, and indicate that failure to improve may result in future discipline.
- Written reprimand(s) outline the concerns, expectations, provide direction, and state future disciplinary consequences, should the previous concerns continue. The written reprimand will be placed in the employee’s personnel file. Prior to the reprimand being placed in the file, the employee will have the opportunity to attach a written response to the reprimand within ten (10) business days.

17.3 Types of Disciplinary Action

A permanent classified employee may be disciplined by the District for cause (see Article 17.6). The term “discipline” refers to the following disciplinary

actions, penalties, and/or settlements: suspension without pay, demotion or dismissal except when such demotion or dismissal is part of a layoff for lack of work or lack of funds. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense.

17.4 Written Notice of Proposed Disciplinary Action

17.4.1 Process and Timeframe for Notice

After consultation with the Assistant Superintendent/Vice President, Human Resource Services, the appropriate Senior or Executive Administrator or designee shall give written notice to the classified employee of the proposed disciplinary action. Such notice shall be served by certified mail or personal delivery to the classified employee at least ten (10) business days prior to the date when discipline may be imposed. Service by certified mail shall be deemed complete on the day of mailing. A second copy of the notice shall be sent to the President or designee of CCE/AFT.

17.4.2 Emergency Situations

In emergency situations where it is deemed necessary to remove the classified employee immediately from the position held, the classified employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth business day following the date the notice was served.

17.4.3 Contents of Written Notice

The contents of the written notice shall include at least the following:

- A statement in ordinary and concise language of the specified acts and omissions upon which the proposed disciplinary action is based. Such statement may incorporate by reference the acts and omissions described in attached memoranda or other attached documents.
- The specific disciplinary action proposed.
- The cause(s) or reason(s) for the specific disciplinary action proposed.
- A copy of the applicable regulation(s) where it is claimed a violation of regulations took place.
- A statement that the classified employee, upon request, is entitled to appear personally before the Superintendent/President or designee with authority to reverse or modify the proposed decision, and who can render an unbiased opinion, regarding the matters raised in the written notice prior to the end of the ten (10) business days following the date the written notice was served for a pre-disciplinary (Skelly) meeting. The employee shall be informed of the right to CCE/AFT representation at this meeting.
- A statement that the classified employee has the right to respond to

the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) business days following the date the written notice was served.

- A statement that no pre-disciplinary (Skelly) meeting shall be held unless notice is delivered to the Superintendent/President or designee within ten (10) business days after the date the written notice of proposed disciplinary action was served.

17.4.4 Pre-Disciplinary Meeting

In the event that the employee timely requests a pre-disciplinary meeting, such a meeting shall be held upon at least five (5) business days' notification to the employee. At such a meeting the classified employee shall be granted a reasonable opportunity, either in person or in writing, to make any representations the classified employee believes are relevant to the case and put forth any information as to why the intended action should not proceed.

17.5 Review by the Governing Board

17.5.1 Initial Review by Governing Board

- At the conclusion of the pre-disciplinary meeting or after the scheduled time allotted, if the recommendation of the Superintendent/President or designee is to proceed with the disciplinary action, that recommendation shall be carried to the Governing Board for action.
- The action taken by the Governing Board shall be communicated to the employee in writing.
- If the disciplinary recommendation is upheld by the Governing Board, the statement shall include the charges. The employee will also be notified in writing of his/her right to request an evidentiary hearing before the Board, which must be requested within five (5) business days after service of the notice, with a copy sent to the President or designee of the CCE/AFT. The notice shall include a statement that failure to submit the demand for a hearing to the Vice President for Human Resource Services within five (5) business days after service of the notice shall constitute a waiver of the right to an evidentiary hearing before the Governing Board. Attached or enclosed with the written notice of the disciplinary action shall be a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges.

17.5.2 Evidentiary Hearing with the Governing Board

- If an employee files a card requesting a hearing within five (5) business days after service of notice of the Governing Board's action to approve the imposition of discipline, the Governing Board shall set a date for the hearing before the Governing Board itself or shall appoint a hearing officer to hear the matter and make a recommended decision to the Governing Board.
- The hearing normally will be held before the Governing Board or a hearing officer designated by the Governing Board, within forty-five (45) days of the hearing demand. The classified employee shall have the right to appear in person, with counsel, with a CCE/AFT representative and/or such other lawful representation.
- The District will have the burden of proof and shall first present evidence. Normal procedures shall be following: i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party. The hearing will be recorded at the request of either party with such expense being borne by both parties.
- The matter will be heard in Closed Session, unless the employee requests to have the matter heard in Open Session. The Governing Board may deliberate in Closed Session. The Board will take action to accept, amend, or reject the recommended disciplinary action.
- The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.
- A permanent employee who timely requests a hearing on charges against them shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after a hearing unless the governing board finds that at the time discipline was imposed at the conclusion of the Skelly process, the District demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to students, staff or property, or committed habitual violations of the district's policies or regulations.
- If a hearing on the charges will be conducted by an impartial third-party hearing officer or the governing

board, the district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested in accordance with Education Code Section 88013.

17.6 Causes for Disciplinary Action

The term “cause” for disciplinary action shall include the following:

- Incompetence or inefficiency in the performance of assigned duties;
- Insubordination, including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor;
- Carelessness or negligence in the performance of assigned duties or in the care or use of District property;
- Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public;
- Dishonesty;
- Drinking alcoholic beverages on the job, or reporting to work while intoxicated;
- Use of narcotics on the job, or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified employee is not prohibited;
- Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the District;
- Engaging during required work time in political or union activity not authorized by law;
- Conviction of any felony or any crime involving moral turpitude;
- Repeated unexcused absence or tardiness;
- Abuse of any leaves or vacation;
- Falsifying any information supplied to the District, including, but not limited to, information supplied or application forms, employment records, or any other District records;
- Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or by any appropriate federal, state, or local governmental agency;
- Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee’s assigned duties, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public;
- Willful, negligent or intentional violation of any law concerning the District;
- Abandonment of position;

- Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means;
- Any other action or lack of action that is detrimental to the District.

17.7 Exclusion of Probationary and Non-Permanent Employees

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

ARTICLE 18 - EVALUATIONS

18.1 Evaluation Purpose

The purpose of the evaluation process is to provide feedback and commentary on employee job performance as a means for improvement and attainment of employment goals.

18.2 Evaluation Forms

Classified employees shall be evaluated using the form mutually agreed upon by the District and the CCE/AFT, attached as Appendix E. Completed evaluation forms shall be placed in the personnel files of employees as defined in Article 22. No changes to the official evaluation form shall be adopted unless negotiated by the parties.

18.3 Timeframes for Evaluations

18.3.1 Standard Evaluations

A probationary employee should be evaluated two (2) times during the probationary period, once half way through the probationary period and once at (6) six months. Evaluations shall cover not more than twelve (12) months of employment immediately preceding the evaluation. Employees shall be evaluated by their supervisor as of the date of the evaluation, who may consider input from a previous supervisor who provided supervision within the evaluation period.

18.3.2 Evaluation Conference

The evaluator shall schedule a conference with the employee to review the evaluation, giving at least five (5) business days' prior notice. Employees receiving an overall rating of less than satisfactory shall have the right to representation by the CCE/AFT in the evaluation conference if requested. At the conference, and following review of the content of the evaluation, the employee shall sign to acknowledge receipt of the evaluation report, but not necessarily agreement with the contents thereof.

18.3.3 Additional Evaluations

The District may conduct additional performance evaluations for employees not more than once every thirty (30) days. A rating of **Unsatisfactory** for permanent employees in three or more areas requires additional review in a maximum of sixty (60) days. An Overall Rating of **Needs Improvement** or **Unsatisfactory** for permanent employees must be accompanied by a Plan for Improvement.

18.4 Disputes Regarding Evaluations

18.4.1 Right of Written Response

The employee shall have the right to attach a response to the evaluation. Any such response shall be considered confidential and viewed only by appropriate District personnel. The employee has ten (10) business days from the date of the formal evaluation to complete and submit a written response to the evaluation. The evaluator at a conference shall consider the input of the employee and may change the evaluation. Irrespective of the evaluator's decision regarding the employee's written response, the employee's submission shall be attached to the evaluation and included in the official personnel file.

18.4.2 Administrative Review

A permanent employee who desires to question ratings or comments on any evaluation form may request, in writing and within ten (10) business days from the date of the original evaluation conference, that the Assistant Superintendent/Vice President, Human Resource Services, or designee review the evaluation form with him/her and his/her CCE/AFT representative if requested. The Vice President, Human Resource Services or designee shall respond within ten (10) business days of the request.

18.4.3 Exclusion from Grievance Procedure

Any claim brought from an employee that alleges that the District has failed to comply with the Procedures outlined in this Article shall be processed according to the grievance procedures provided by this Agreement. The content of evaluations is specifically excluded from the grievance procedures contained in this Agreement.

ARTICLE 19 - GRIEVANCES

19.1 General Provisions

A “grievance” is a formal written allegation by CCE/AFT, a bargaining unit employee, or a group of bargaining unit employees.

Unless otherwise specified within this Agreement all Articles are subject to the grievance procedure. However, only the processes outlined in the following Articles shall be subject to the grievance procedure of this Agreement:

- Article 1 – Recognition
- Article 10 – Classification and Reclassification
- Article 17 – Discipline
- Article 18 - Evaluation

In Article 7 – District Rights, only section 7.4 shall be subject to the grievance procedure.

The following Article shall be excluded in its entirety; Article 2 – Non-Discrimination.

19.1.1 Forms for Processing

Grievances will be filed and processed on existing forms. No changes to the forms shall be adopted unless negotiated by the parties.

19.1.2 Use of the Grievance Procedure

Actions to challenge or change the Policies of the District as set forth in other Policies must be undertaken under separate legal processes.

19.1.3 Representation in the Grievance Procedure

Any employee may at any time present grievances to the District, and have such grievances adjusted without the intervention of the CCE/AFT as long as the adjustment is not inconsistent with the terms of the Agreement, and provided that the District shall not agree to a resolution of the grievance until the CCE/AFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

The CCE/AFT may represent any employee at any Step of the Formal Procedure below.

19.2 Grievance Procedure

19.2.1 Informal Procedure

Before any employee, or CCE/AFT on behalf of an employee, files a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

19.2.2 Formal Procedure

Step One

- Within thirty (30) days after the occurrence of the act or omission or within thirty (30) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.
- This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- The grievant and the immediate supervisor shall make every effort to resolve the problem(s) through consultation and informal means.
- The immediate supervisor shall communicate a decision to the employee in writing within ten (10) business days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.
- Within the above time limits, either party may request a personal conference with the other party.

Step Two

- In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent/Vice President, Human Resource Services, or designee within ten (10) business days.

- The statement of the appeal should include a copy of the original grievance, the decision rendered, and a clear, concise statement of all of the reasons for the appeal.
- The Assistant Superintendent/Vice President, Human Resource Services, or designee shall communicate a decision within fifteen (15) business days after receiving the appeal. The Assistant Superintendent/Vice President, Human Resource Services, or designee may request a personal conference within the above time limits. If the Assistant Superintendent/Vice President, Human Resource Services, or designee does not respond within the time limits, the grievant may appeal to the next Step.

Step Three

- In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate form to the Superintendent/ President or designee within ten (10) business days.
- The statement of the appeal should include a copy of the original grievance, decisions previously rendered, and a clear, concise statement of all of the reasons for the appeal.
- The Superintendent/ President or designee shall communicate a decision within fifteen (15) business days after receiving the appeal. The Superintendent/ President or designee may request a personal conference within the above time limits. If the Superintendent/ President or designee does not respond within the time limits, the grievant may appeal to the next Step.

Step Four

- In the event the grievant is not satisfied with the decision at Step 3, the grievant may appeal, with the written consent of the CCE/AFT, to confidential mediation with the assistance of a mediator from the California State Mediation and Conciliation Service. The appeal shall be addressed to the Assistant Superintendent/Vice President for Human Resource Services. Such appeal must be in writing and filed within ten (10) days with the Assistant Superintendent/Vice President for Human Resource Services.

- A mediator will meet separately or with both parties together in an effort to resolve the grievance. If the mediator is unable to resolve the grievance within fifteen (15) business days, then the grievant may move to Step 5.
- The fees and expenses of the mediator shall be borne equally by the CCE/AFT and the District. All other expenses shall be borne by the party incurring them.

Step Five

- If the grievance is not resolved at Step 4, the grievant or CCE/AFT may, within twenty (20) days after receipt of the step four response, request that the CCE/AFT submit the grievance to binding arbitration. A copy of the request to the CCE/AFT shall be forwarded to the President or his/her designee.
- The CCE/AFT and the District shall attempt to agree on an arbitrator. If no agreement is reached within five (5) days, either party may request of the State Mediation and Conciliation Service a list of seven (7) names of arbitrators. Each party shall alternatively strike a name on the list until only one name remains. The first strike shall be by the CCE/AFT.
- The fees and expenses of the arbitrator shall be borne equally by the CCE/AFT and the District. All other expenses shall be borne by the party incurring them.
- The issues before the arbitrator shall be restricted to those identified in the written grievance. The arbitrator shall hear evidence and arguments as soon as possible and shall deliver to the parties within thirty (30) days a written decision on the issues submitted to him/her. The decision rendered by the arbitrator shall be binding on both parties.

ARTICLE 20 – TRANSFERS, PROMOTIONS, AND VOLUNTARY DEMOTIONS

20.1 General Provisions

All initial assignments and placements of employees in specific positions are within the discretion of the Superintendent/President or designee.

Nothing in this Article shall be interpreted to restrict the right of the District to hire a qualified new employee.

The District will not place one relative under the direct supervision of another relative. The District may also refuse to place relatives, including married couples, in the same department or administrative unit if the nature of their work and the positions they occupy would create a real or apparent conflict of interest or other hazard that is perceived as greater for relatives and particularly married couples than for other persons. The District may not refuse to place one relative in the same department or administrative unit of another relative simply because there would be two relatives in the same department or administrative unit.

20.2 Voluntary Transfers and Promotions (Employee Initiated)

When a new position is established or an existing position becomes vacant and is not abolished, the District shall post the vacancy for no less than five (5) workdays in places routinely visited by employees, through announcements generally distributed to employees, and on the District web page. Permanent, non-probationary employees are eligible for voluntary transfer and promotion, provided they meet the minimum qualifications for the position, and must apply in writing within the time allowed on the notice to the Director of Human Resource Services or designee. Employees serving an initial probationary period are not eligible for voluntary transfer and promotion.

The notice of a vacancy shall clearly state the position that is vacant. The notice of a vacancy also shall provide sufficient information about the position which will provide reasonable opportunity to employees to determine whether they should apply for the vacancy. The notice of vacancy shall include the hours, work year, salary range, job classification, and funding source if it is a categorically-funded position.

The District may not post a notice of vacancy whenever an employee is to be transferred to avoid a layoff or a reduction in hours.

Employees who have applied for promotions shall receive a response from the District regarding the status of their application; after the position has been filled, the applicant shall be notified of his/her status.

An employee who is promoted to a higher classification shall be placed at the lowest step in the new classification grade range which will provide at least a five percent (5%) increase in salary.

20.2.1 Criteria for Voluntary Transfers and Promotions

- Best interest of the District and the employee as determined by the Superintendent/President or designee;
- Qualifications;
- Experience;
- Prior evaluations and work record;
- Recommendations of affected supervisors

20.3 Administrative Transfers and Promotions

An employee may be involuntarily transferred or promoted by the Superintendent/President or designee. Reasons for such transfer include but are not limited to, overages in staffing, need for layoff, need for reduction in hours or critical need for special skills.

20.3.1 Notice and Reason for Transfer

Before an involuntary transfer or promotion is put into effect, the employee and the CCE/AFT shall be given no less than twenty (20) working days prior written notice and shall be given a reason(s) for the administrative action. During the 20 day period prior to the date of transfer the District shall seek and consider input from CCE/AFT.

20.3.2 Conference

No later than five (5) working days prior to the date of transfer, the District shall provide for a conference between both the current and the new supervisor, the unit member being transferred and the CCE/AFT representative, if requested by the unit member, to discuss the reasons for the transfer.

20.4 Voluntary Demotions

Permanent, non-probationary employees are eligible for and may request a voluntary demotion at any time. A request for a voluntary demotion shall be reviewed pursuant to the criteria for voluntary transfers and promotions.

ARTICLE 21 – LAYOFFS AND REEMPLOYMENT RIGHTS

21.1 General Provisions

With regards to layoffs, the District and the CCE/AFT will be consistent with the Education Code and EERA. The determination of the need to layoff shall be made solely by the Governing Board.

21.2 Notice of Layoff

The District shall inform the CCE/AFT of pending layoffs and shall consider input from the CCE/AFT.

The District shall provide CCE/AFT with the reason for the layoff, and identify by name and classification the employees designated for layoff at least seventy (70) calendar days prior to the effective date of any layoff.

The District shall notify the affected employees in writing a minimum of sixty (60) calendar days prior to the effective date of any layoff.

A written notice of intent to layoff shall be given to affected permanent unit members no later than March 15 of the year in which the layoff occurs. Notice of pending layoffs and procedures pertaining to layoffs shall be in accordance with the Education Code 88017.

Unit members employed in any grant or specifically-funded programs, shall be given written notice of termination not less than 60 days prior to the effective date of their layoff.

A layoff notice shall contain:

- A statement of the effective date of the layoff;
- A statement of the employee's displacement rights;
- A statement of the employee's reemployment rights;
- A statement that the employee may be eligible for unemployment benefits;
- A statement of the reason for layoff;
- An up-to-date seniority list of all classifications in which the employee has seniority.
- A statement of the employee's right to a hearing as specified to Education Code Section 88017.

21.3 Computation of Seniority

Seniority is defined as and is based upon length of service with the District as a classified employee. For the purpose of this Article, length of service shall be based upon the unit member's original hire date in classified service. Unit members who move to an equivalent or higher classification accumulate seniority from the date of hire into that classification, and continue to accumulate seniority

in former lower or equal classifications in which they have permanent and/or probationary service. Seniority shall accumulate during paid absences.

Any layoff shall take place within a classification. The order of layoff shall be based on hire date within the classification, plus seniority in higher classifications within the classified bargaining unit. The employee who has been employed the shortest time in the classification, plus higher classifications within the classified bargaining unit, shall be laid off first.

The District shall establish and maintain a current and accurate seniority roster indicating an employee's hire date. Such roster shall be available to CCE/AFT and upon request to District employees through the Human Resource Services office of the District.

An employee transferred from one classification to another shall retain his/her seniority in the former classification; seniority in the new classification shall begin on the date of transfer.

In the event of a tie in a classification, preference would be given to the employee with the longest total service with the District. If a tie still exists, the employees will draw lots to determine preference.

No seniority shall be earned during periods of separation from the service of the District except during Military Leave only to the extent required by law.

A permanent employee laid off and subsequently reinstated within thirty-nine (39) months shall maintain the seniority earned prior to the time of layoff.

Any employee who is laid off or retired in lieu of layoff, and is subsequently eligible for reemployment, shall be notified through certified mail by the District as to the date of the opening at his/her last address known to the District. The employee must respond within seven (7) working days of issuance of the letter or be deemed to have declined the offer.

In the event of reclassification, employees in a position that is reclassified will carry forward seniority from the position reclassified.

21.4 Employee Rights

21.4.1 Displacement (Bumping)

A regular employee in the classified service who is laid off and who has previous service in an equal or lower classification shall have the right to displace an employee with the least seniority in that equal or lower classification.

21.4.2 Voluntary Demotion, Transfer or Reduction in Hours

A regular classified employee being laid off who has no displacement rights may accept a voluntary demotion to a vacant position in a lower classification or transfer to an equal classification, provided that the employee meets the minimum qualifications to perform the duties thereof, and provided further that the Governing Board approved the voluntary

demotion. If a position opens in a classification for which the laid off employee meets minimum qualifications, that employee shall have preference over outside and District candidates for that open position.

21.4.3 Assignment as Temporary Employee

Subject to the provisions of Ed. Code 88017, the District retains the right to fill positions with temporary, hourly, and/or short term assignment workers. Laid off employees, if qualified, shall have preference for such positions that have an assignment period of sixty-one (61) days or more, for the duration of their reemployment rights unless three (3) offers of short term employment have been refused by the employee. No seniority will accrue for any short term assignment filled by a laid off District employee.

21.4.4 Retirement in Lieu of Layoff

Regular employees who have been employed at least five (5) years under Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to the Public Employees Retirement System provided by the Human Resource Services department for this purpose.

21.4.5 Reemployment Rights

Subject to the availability of a vacant position for which he/she is qualified, the laid off employee has the right to reemployment over outside candidates.

Any employee who is laid off or retired in lieu of layoff, and is subsequently eligible for reemployment, shall be notified through certified mail by the District as to the date of the opening at his/her last address known to the District. The employee must respond in writing within seven (7) working days of issuance of the letter to be deemed to have declined the offer.

Laid off employees are eligible for reemployment in the classification from which laid off for thirty-nine (39) months from the effective date of layoff and shall be employed in the reverse order of seniority. Their reemployment shall have preference over any other method of filling vacancies in classifications incurring layoff. An employee on a reemployment list shall be notified of promotional opportunities and shall be entitled to apply through the regular selection process.

Regular employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be reemployed in their former classification or to positions in the former classification with increased assigned time as vacancies become available, for a period of thirty-nine (39) months plus twenty-four (24) months. Employees who are demoted in lieu of layoff shall remain on the reemployment list until their rights are exhausted, or until they have regained the assignment from which they were laid off.

Regular employees who are eligible and elect to retire under Section 21.4.4 shall then be placed on a thirty-nine (39) month reemployment list in accordance with this regulation. The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District receives within ten (10) workdays a written acceptance of this offer, the retired person shall be allowed sufficient time to terminate his or her retired status with Public Employees Retirement System.

21.4.6 Hearing

With the exception of unit members employed in any grant or specially funded programs, a regular permanent employee in the classified service who is laid off may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year in accordance with Education Code 88017.

21.5 Layoff Procedures

In the event of layoffs of regular employees in the classified service, the following procedures shall be utilized:

- Layoff shall be implemented in inverse order of seniority in the classification in which the layoff occurs. The employee who has been employed the shortest time in the classification, plus higher classifications shall be laid off first.
- In cases where an employee's work history with the District includes position title(s) that may have been changed due to reclassification or organizational modifications, the District will consult with the CCE/AFT in determining seniority for these employees.
- The names of permanent and probationary employees laid off shall be placed upon the reemployment list for the classification from which they were laid off. Names on the reemployment list shall be in the order of seniority.

21.6 Benefits

Employees laid off shall maintain District-paid benefits for the remainder of the month in which the effective date of the layoff occurs and for one month subsequent. Employees shall be eligible to use up to five (5) days of accrued sick leave for job search purposes subsequent to the notice of layoff, and prior to the effective date of layoff.

Insurance Provision:

- The District shall continue to pay health and welfare benefits for laid off employees according to the following schedule: If the layoff is effective between the 1st and 15th day of a month, paid coverage shall continue for the remainder of that month, plus the following month; if the layoff is

effective between the 16th day and the end of the month, paid coverage shall continue for two (2) months thereafter.

- After the benefit continuation provided for in subparagraph a. of this section, the laid off employee may continue participation in District benefit plans at their own expense through COBRA.
- Employees issued a layoff notice shall receive eight (8) hours of paid release time for seeking employment

21.7 Grievance Exclusion

The District and the CCE/AFT agree that any District decision to lay off, as well as its determination of a lack of work or lack of funds for such layoffs, shall be excluded from the provisions of Article 19 of this Agreement covering grievances.

ARTICLE 22 – PERSONNEL FILES

22.1 Maintenance of Personnel Files

The District shall maintain personnel files of employees. The official permanent personnel file of each employee shall be maintained in the Human Resource Services Office. Materials included in the personnel file shall show origin or source and the date of creation.

22.2 Access to and Inspection of Personnel Files

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 any materials in his/her personnel file except for those excluded above, provided that the request is made at a time when such person is not actually required to render services to the District. Provided that the employee has given written authorization or is present, a representative of the CCE/AFT shall have the right to review the employee's personnel file.

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.

22.3 Derogatory Information

Information of a derogatory nature, except information mentioned in the numbered phrases in paragraph 22.2, 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 may take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

22.3.1 Sealing of Derogatory Material

Upon the written request of the unit member, derogatory material that is more than two years old shall be placed in a separate sealed envelope to be retained in the back of the official personnel file. The sealed envelope shall be opened only in the event of a disciplinary investigation or proceeding or in response to a court order or subpoena with prior notice to the employee.

ARTICLE 23 - RESIGNATIONS

23.1 Written Notice of Resignation

An employee shall resign in writing to the Superintendent/President or designee, and any such resignation shall take effect not later than the close of the year pursuant to Education Code Section 88201 during which the resignation has been received.

23.2 Acceptance of Resignation

- The Superintendent/President or designee is the authorized agent of the Board to officially accept the written notice of resignation.
- The resignation of the employee shall be final and binding at the time of receipt by the Superintendent/President or designee. An employee, however, may withdraw a resignation within five (5) business days after submitting it upon a showing of good cause. An employee seeking to withdraw or modify a resignation must submit a written request to do so to the Superintendent/President or designee specifying the reason(s) for the request. The request may be granted upon a showing of good cause.

23.3 Additional Conditions of Resignation

Upon the effective date of the resignation the employee will no longer have access to district email or other District information systems. Exit Survey and Interviews.

23.4 Exit Survey and Interviews

Employees shall be provided an exit survey or interview at least 10 business days prior to their last day worked.

ARTICLE 24 – RETIREMENT BENEFITS

24.1 General Provisions

Health benefits as used in this Article means the medical and hospital benefits provided by the District at the ratification of this agreement to active employees.

Super composite rate as used in this Article means the total fee for service plan's (currently JPA) premium divided by the number of employees and retirees covered under the plan.

Employee as used in this document means a full-time (100%) permanent classified employee working at least 10 months per year, and that all other less than full-time permanent classified employees shall be computed to a percentage for eligibility for this retirement health plan.

All active subscribers, their spouses, their domestic partners (as defined in Appendix D) and their children from birth to age 26 are eligible.

24.2 Group I

24.2.1 Eligibility

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 or STRS participants), who have been continuously employed at Palomar College for twenty (20) or more consecutive years, will receive the same level of health benefits as provided to active employees and eligible dependents for the life of the retiree.

Employees who retire on or by September 30, 2020, by giving the District notice of the employee's intent to retire on or before this date, shall receive the healthcare and dental insurance coverage to which the employee is currently entitled. The aforementioned insurance coverage will be fully employer-paid by the District with no cost to the employee in accordance with the Group 1 status of the employee as set forth above.

Any employee who retires subsequent to September 30, 2022 shall receive the same plan designs and employer contributions as active employees. The Group 1 status provisions set forth above shall stay in place, and those employees will be entitled to employer-paid healthcare and dental insurance coverage for the time periods accorded to those in Group 1.

At age 65, retirees and dependents eligible for Medicare benefits must enroll in Medicare A & B.

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

24.2.2 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.
 - If the retiree is eligible for Parts A and B of Medicare, the District will pay the cost of medical care provided by a “Risk HMO” (an HMO which has contracted with Medicare to provide medical care, or the District will provide payment for a reasonable Medicare Supplement, not to exceed 50% of the annual super composite rate.
 - If the retiree is not eligible for Parts A and B of Medicare, the District will provide payment for health benefits, not to exceed 50% of the annual super composite rate.

At any time after retirement, retiree may waive retirement health benefits and have the District annually apply 50% of the annual super composite rate toward the purchase of life insurance or custodial care insurance for the retiree. Once made, this decision is irrevocable.

24.3 Group II

24.3.1 Eligibility

- Full-time employees hired prior to March 1, 1994, who retire at age 50 or above (PERS or STRS) and have been employed at Palomar College for ten (10) consecutive years, but less than twenty (20) consecutive years;
- OR
- Full-time employees hired on or after March 1, 1994, who retire at age 50 or above (PERS or STRS participants), who have been employed at Palomar College for ten (10) consecutive years or more.

Employees who retire on or by September 30, 2020, by giving the District notice of the employee's intent to retire on or before this date, shall receive the healthcare and dental insurance coverage to which the employee is currently entitled. The aforementioned insurance coverage will be fully employer-paid by the District with no cost to the employee in accordance with the Group 2 status of the employee as set forth above.

Any employee who retires subsequent to September 30, 2022 shall receive the same plan designs and employer contributions as active employees. The Group 1 and Group 2 status provisions set forth above shall stay in place, and those

employees will be entitled to employer-paid healthcare and dental insurance coverage for the time periods accorded to those in Group 2.

The spouse of the retiree at the time of retirement will receive the same level of health benefits that were in effect on the date the employee retires until the retiree reaches age 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 this Agreement until the retiree reaches age 65 or the death of the retiree, whichever occurs first. The cost of these benefits is subject to the provisions for Group I and Group II retirees.

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

24.3.2 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 before age 64,

- Retiree may waive retirement health benefits in exchange for a one-time payment by the District of 100% of the annual super composite rate. Once made, this decision is irrevocable;

OR

- Retiree may waive retirement health benefits and have the District apply annually 50% of the annual super composite rate toward the purchase of life insurance or custodial care insurance for the retiree until retiree reaches age 65. Once made, this decision is irrevocable.

24.4 Group III

Employees who terminate with less than ten (10) consecutive years of employment at Palomar College are not entitled to 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.

ARTICLE 25 – HEALTH AND SAFETY

25.1 Health and Safety Commitment

The District shall furnish a place of employment which is safe for employees.

25.2 Reporting Unsafe Conditions

Employees have a responsibility to advise the District immediately of any unsafe condition(s). It is the responsibility of unit members to report to their immediate supervisor, in writing, on the District provided form, any unsafe conditions. The immediate supervisor shall respond to any written report in a reasonable period of time and take appropriate action.

The CCE/AFT may make such reports on behalf of any employee or group of employees. No employee shall be retaliated against or discriminated against, for reporting such conditions.

25.3 Safety from Violent Activity

Employees shall immediately report all incidents of violence or threatened violence to the Campus Police.

25.3.1 During hours of darkness, or when an employee's workstation or parking space is in a remote area, unit members may request and receive, if available, an escort from Campus Police.

25.3.2 Use of Reasonable Force

An employee may, when necessary, use reasonable force in the performance of his/her duties in the interests of self-protection. An employee also may take reasonable action for the protection of others, and for the protection of District, student or employee property. Under such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner.

25.4 Safety and Security Training

25.4.1 The District shall provide appropriate safety and security training for any employee required to handle hazardous or toxic chemicals.

The Assistant Superintendent/Vice President, Human Resource Services, or designee and two (2) representatives selected from the CCE/AFT shall meet regularly to review and monitor the training and safety conditions pursuant to this provision.

25.4.2 It is the responsibility of all employees to obey state job safety and health laws. Furthermore, it is the responsibility of the employee whose job requires use of tools, equipment or motor vehicles, to do so in a safe, prudent and lawful manner. The District will not knowingly require bargaining unit employees to operate any piece of equipment

which is in unsafe operating condition.

25.4.3 The District will make available proper training in safety, including proper use of equipment, response to violence, training in office ergonomics, and the safe use of necessary chemicals.

25.4.4 The District will verify possession of the necessary certificates and/or licenses.

25.5 The Right to Refuse to Perform Unsafe Work

The District shall not require any employee to be in a place of employment which is not safe. Unless there is a clear emergency, no employee shall leave the employee's workstation without authorization from the employee's immediate supervisor.

25.6 Drugs and Alcohol Policies and Procedures

The CCE/AFT and the District agree that maintaining a workplace that is free from illegal drugs and alcohol is essential to the mission of education.

25.6.1 When reasonable suspicion exists that an employee is at work under the influence of drugs or alcohol, the District may require the employee to take a drug or alcohol test.

A reasonable suspicion includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor, or other surrounding circumstances such as information provided by a person or persons believed to be reliable. However, rumor standing alone will not constitute reasonable suspicion.

25.6.2 The employee has the right to representation by the CCE/AFT during all meetings with the District regarding suspicion of substance abuse.

25.6.3 The drug or alcohol test shall be administered by a certified medical clinic or laboratory at no cost to the employee in a respectful and confidential manner. The employee will have the opportunity to alert the District and the clinic laboratory personnel of any prescription or non-prescription drugs that have been taken that may affect the outcome of the test.

The District and the employee will be informed of the outcome of the test. The employee will be given the opportunity to explain any circumstances or condition which would affect the outcome of the test. The refusal to cooperate with the administration of the drug test will be handled in the same manner as a positive test result.

25.7 Ergonomic Use of Computers

The District shall make available to all District employees information regarding the ergonomic measures involved in using their computers.

25.7.1 Employees should inform and request assistance from their immediate supervisor if their health is being negatively affected by the setup or physical condition of their workstation.

25.7.2 If the problem is not alleviated in a reasonable time, the employee may contact Environmental Health & Safety and Human Resource Services.

25.8 Security and Surveillance

25.8.1 The District shall not use any technology related to parking enforcement or campus safety (i.e. license plate readers or cameras) to monitor classified staff whereabouts, locations, or hours spent on campus.

25.8.2 Security/surveillance cameras, will be installed only in public places, and shall be prohibited in classrooms, offices, restrooms, and break rooms.

25.8.3 Security/surveillance cameras are to be viewed only for theft and crime deterrent purposes by law enforcement personnel. Any data collected shall not be used for employee personnel matters except when substantiating criminal conduct or theft, at which time, only that portion of the data relevant to the investigation may be viewed.

25.8.4 Law enforcement personnel, in the course of a law enforcement investigation, shall be solely responsible for access to and distribution of any information received. At no other time will district-employed law enforcement personnel turn over or share any data captured by the security/surveillance cameras.

25.9 Footwear Safety

25.9.1 Employees who, as determined by the District and in accordance with OSHA Regulation 1910.136, are required to wear steel toe footwear shall be entitled to reimbursement for up to \$145 per fiscal year. The employees shall submit their receipt for reimbursement within 45 days of purchase. Reimbursement shall be provided to the employee no later than 20 days from the date of their receipt submission.

25.9.2 Employees who, have determined that they need specific safety footwear to safely perform their job duties and whose immediate supervisor has concurred, shall be entitled to reimbursement up to \$145 per fiscal year. The employees shall submit their receipt for reimbursement within 45 days of purchase. Reimbursement shall be provided to the employee no later than 20 days from the date of their receipt submission. All requests and approvals must be based on relevant statutory requirements (e.g., CalOSHA).

ARTICLE 26 – PROFESSIONAL GROWTH

26.1 Professional Growth

26.1.1 Purpose

The purpose of this Article is to outline provisions for providing each employee an opportunity to improve job skills or choose an alternate career path through the Professional Growth Program.

26.1.2 Eligibility

Only permanent employees are eligible to begin Professional Growth programs. Probationary employees may be eligible for release time if approved by their supervisor and in compliance with the terms of this Agreement; however, no Professional Growth points will be earned.

26.1.3 Enrollment

- Announcements are sent to all classified employees in time to enroll in a new program or make changes to a current program before the start of each semester.
- Employees must attend at least one Professional Growth Training Workshop before submitting program documents for approval.
- Professional growth programs must be job-related or part of a specific career plan or academic program. The benefits of the plan to the District and to the employee must be identified by the employee before the plan can be approved.
- Professional Growth program documents must be submitted by completing all required forms. Unofficial transcripts must be submitted.
- The deadline for submission to Human Resources is stated in the general announcement.
- It is recommended to list alternate courses in the event some courses aren't available. ALL classes require prior approval by the Professional Growth Committee.
- 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. When employees complete a program before the three-year period has ended and they are ready to start their next, they must submit a new program to the Professional Growth Committee for approval. New program approval is contingent upon completion of

previous program.

26.1.4 Guidelines

- Full-time employees may be allowed to take up to four (4) hours of class per week during work time (release time) if the class is directly related to the employee's current job or part of a specific career or academic plan as determined by the Assistant Superintendent/Vice President, Human Resource Services. Permanent employees on less than 100% contract will be eligible for a corresponding percentage of release time. Probationary employees and permanent employees not enrolled in a Professional Growth Plan may still be eligible for release time at the request of their supervisor. The Assistant Superintendent/Vice President, Human Resource Services, must approval all such requests.
- Professional Growth points may be earned for seminars, conferences, and workshops attended during release time which will improve the level of job performance or skill, or benefit the college 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.
- Professional Growth points may be earned for courses, seminars, conferences, and workshops that are job-related, part of a career or academic plan, or that would benefit the District. Workshops sponsored by or offered by the CCE/AFT or their state or national affiliate are included.
- No credit is earned for personal enrichment courses, workshops, conferences, and/or seminars.
- No professional growth credit is given for:
 - an audited class;
 - course work requested by a supervisor and taken during the employee's work time;
 - 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, or a "pass" if taken as pass/no pass 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 and conferences, participation in setting up

regional workshops, or serving on a state committee will be subject to approval providing it is job or career-change related. Advance written approval by the Professional Growth Committee is required. (A copy of the program, registration verification, and a report must be submitted to the Professional Growth Committee following attendance.)

- Active service/membership in professional organizations, state or national committees, and other professional associations including CCE/AFT state and national 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 or academic plan, and/or benefit the District. Released time to attend approved professional organization conventions and conferences may be counted for Professional Growth points.
- Employees seeking professional growth points 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 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 1.0 per year per committee.
- Employees who elect the one-time lump sum stipend must wait two years before beginning another Professional Growth Plan. There is no waiting period between programs when employees elect the annual stipend.

26.1.5 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 committee/task force
- The same number of points will be granted for credit courses whether they are taken face-to-face or via distance learning.

26.1.6 Point Structure:

- Twenty (20) Professional Growth points are required to complete a program. The entire 20 points can be earned through classroom course work. A minimum of 12 Professional Growth points must be earned

through classroom course work.

- No more than ten (10) points can be earned in one semester.
- Extensions and exceptions may be granted in certain circumstances. These must be submitted to the committee within ten (10) days of the occurrence.
- Professional Growth points will be calculated using the semester dates (fall, spring, summer) published on the district's academic calendar.
- The same number of points will be granted for credit courses whether they are taken face-to-face or via distance learning.
- Points for workshops and seminars will be granted according to the hours spent in attendance or online, up to a maximum of one (1) point per workshop. Appropriate documentation shall be submitted to receive Professional Growth points.

<u>Course Work</u>	<u>Sem. Pts.</u>	<u>Qtr. Pts.</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	.25	
3-4 hours	.50	
5-6 hours	.75	
7-8 hours	1.00	

*(Hours may be accumulated within a 3-year program toward points.)

- Professional Organizations
No more than one point per year (see Section 26.1.4 above regarding active service, membership, and participation in professional organizations.)
- Governance Committees/Task Forces
1.0 per year per committee (see Section 26.1.4 above regarding active service/membership on recognized campus governance committees and certain task forces.)

26.1.7 Requests for Changes/Additions to Program

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

receives notification of a workshop after the deadline for submission, the appropriate documents must be filled out and submitted along with a copy of the workshop announcement, to Human Resources. This must be done before the workshop takes place. The Professional Growth Committee will then review the request and notify the employee of their decision.

26.1.8 Completion Procedure

- It is the responsibility of the classified employee to apply for Professional Growth credit and to verify completion of the program.
- An employee who has taken the full 3-year period to complete, must submit their notice of completion no later than February 15, July 15, or September 15 of the semester following program completion.
- Employees must complete a Notice of Completion form when 20 Professional Growth points have been earned. Notice of Completion form and supporting documentation shall be submitted to Human Resource Services.

26.1.9 Stipends

Effective upon ratification of this agreement, eligible employees may earn a total of seven (7) stipends during the course of their employment. Employees who currently have more than seven (7) stipends will continue to receive all stipends but are not eligible to earn additional stipends.

- Full-time permanent employees, as well as part-time permanent employees, have the option to receive an annual stipend of \$750 in pro-rated monthly payments or to receive a one-time lump sum stipend of \$3000. Annual and lump sum stipends may be combined up to a total of seven (7) stipends. The selection of an option is irrevocable.
- Employees who elect the one-time \$3000 lump sum stipend must wait two (2) years before beginning another Professional Growth program. There is no waiting period between programs when employees elect the \$750 annual stipend.
- The Professional Growth Committee Secretary (Human Resource Services) evaluates the employee's Notice of Completion.
- Stipends shall become effective when approved by the Governing Board.

26.1.10 Committee Membership

- Committee members are appointed by the CCE/AFT. The Professional Growth Committee shall elect a chairperson.

- Committee members represent the following employee groups:

<u>Group</u>	<u>Representatives</u>
Service/Skilled Crafts	1
Secretarial/Clerical	3
Technical/Paraprofessional/Professional	2

- Committee members must abstain from voting on own plan approval.
- The Executive Assistant of Human Resource Services Department will serve as 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.

ARTICLE 27 – CAMPUS PEACE OFFICERS

27.1 Applicability of Article

This Article applies only to members of the CCE/AFT who are designated campus peace officers only within the meaning of the applicable provisions of the California Penal Code. This Article shall supersede any conflicting provisions contained in this agreement with regards to peace officers. Where this Article is silent or does not conflict, all other provisions of this Agreement shall apply to campus peace officers.

Pursuant to Education Code 72330, the District has established the Palomar community College Police Department Manual which establishes the current policies, procedures, rules, and guidelines of the Department. This manual implements requirements set forth by The California Public Safety Officer Bill of Rights (POBR) and the California Commission on Peace Officer Standards and Training (POST). Nothing in this agreement is intended to supersede the Palomar Community College Police Department Manual or the due process protections set forth under POBR.

27.2 Administrative Appeal Process

Campus peace officers who have successfully completed the one year probationary period shall be provided with the opportunity for administrative appeal for punitive action other than suspension, demotion and dismissal (other punitive action).

27.2.1 Definition of Other Punitive Action

“Other punitive action” is defined as any personnel action which may lead to dismissal, demotion, suspension, reduction in salary (other than that related to a demotion), a written reprimand or warning, or if a transfer is claimed to be for the purposes of punishment. Actual suspension, demotion or termination shall be accomplished in accordance with Article 17 of this Agreement.

The term “other punitive action” does not include an unfavorable performance evaluation, including the denial of a merit increase due to such unfavorable evaluation or the denial of a promotion, a transfer to compensate for some deficiency in performance or for some other non-punitive reason.

Administrative appeals for “other punitive action” shall be conducted in conformance with the following procedures:

27.2.1.1 The peace officer shall have ten (10) calendar days after receipt of the notice of such other punitive action to file a written appeal which must be received by the Vice President of Human Resource Services within this ten (10) calendar day period. Such

appeal shall clearly describe the nature of the punitive action being appealed, the peace officer's reason(s) for appealing the action or decision, and the facts and circumstances surrounding the basis for the appeal. Upon written request within the ten (10) day period, a peace officer shall be granted an extension of time of up to ten (10) additional business days to appeal for good cause, i.e. workload, time to compile evidence to support their case.

27.2.1.2 The appeal will be heard by the Vice President responsible for the Palomar College Police Department. The responsible Vice President shall schedule a meeting with the peace officer and hear the appeal at that meeting which shall normally be held within twenty (20) calendar days of receipt of the appeal by the Vice President of Human Resources. At the meeting, the peace officer shall be entitled to representation of his/her choosing and at his/her expense, to present any relevant evidence, oral or written statement. At the meeting the party initiating the other punitive action shall present relevant information and testimony in support of the other punitive action. The peace officer or his/her representative shall then present information and testimony in rebuttal to the other punitive action and in support of the appeal. The meeting shall be audio recorded.

27.2.1.3 Following the conclusion of the meeting, the Vice President shall issue a written decision to affirm, reject, or modify the punitive action normally within twenty (20) calendar days following the date of the meeting. The Vice President may mitigate the punitive action or modify it, but may not increase it in severity. The written decision shall be provided to the peace officer and shall set forth the basis for the decision, the action to be imposed, if any, and the effective date thereof, and such decision shall be filed in the peace officer's personnel file along with the appeal. The decision of the Vice President shall be final and conclusive and not subject to the grievance procedure in this Agreement or pursuant to any District Board Policy or regulation.

27.2.2 Nothing in this article shall limit a peace officer's right under Gov. Code 3306, to attach a written reply to any adverse comments within 30 days of such comments, before being placed in the peace officer's personnel file. If a peace officer prevails in an appeal to an adverse comment, to which the adverse comment is ordered removed from the peace officer's personnel file, the peace officer's written response, if any, shall also be removed.

ARTICLE 28 – PROFESSIONAL DEVELOPMENT

- 28.1 All classified unit members may complete professional development hours. Such employees shall be allocated up to thirty (30) hours of training as release time annually, for the purpose of taking mandated trainings required by the District, State or Federal law and other trainings related to their current position or to potential career advancement. The list of mandated trainings and the duration of each training shall be published on the Human Resources website. All other trainings are listed on the Professional Development portal.
 - 28.1.1 No unit members shall be directed to complete mandated trainings during times other than those in which they are in paid status.
 - 28.1.2 All requests for training are subject to advanced supervisor approval and must be made in writing through the Professional Development portal to the employee's supervisor. The supervisor shall encourage and support unit members to participate in Professional Development outside of required training.
 - 28.1.3 Professional development activities should lead to employee, student, and /or instructional improvement. To qualify for release time, request shall be subject to approval by the supervisor in advance. Acceptable activities are listed in Ed Codes section 87153 and Title 5 Section 55724.
 - 28.1.4 Professional development activities that fall outside of the scope of those outlined, are voluntary and thus are not subject to release time and may be taken outside of work hours.

ARTICLE 29 - RATIFICATION

- 29.1 This agreement is subject to ratification of the CCE membership and approval by the Governing Board of the District.

Signed and entered into this 14 day of May 2024.

For CCE/AFT:


Anel Gonzalez (May 22, 2024 13:48 PDT)

Anel Gonzalez
President, CCE/AFT

For Palomar Community College District:


Roberto Rodriguez (May 22, 2024 13:48 PDT)

Roberto Rodriguez
Governing Board President


Michelle Rains (May 23, 2024 00:40 PDT)

Michelle Rains
Governing Board Secretary

APPENDIX A

DESCRIPTION OF BARGAINING UNIT

Position/Classification

Academic Department Assistant
Academic Records Analyst
Academic Records Specialist
Academic Technology Systems Administrator
Academy Coordinator - Fire Technology
Accountant
Accounting Technician
Administrative Specialist I
Administrative Specialist II
Admissions/Enrollment Coordinator
Admissions/Financial Aid Specialist I
Admissions/Financial Aid Specialist II
Alternate Media Specialist
American Sign Language/English Interpreter
Application Developer
Arborist
Art Gallery Coordinator
Assessment Specialist
Assistant Business Systems Analyst
Assistant Electrician
Assistant Program Coordinator - Interpreting Services
Athletic Equipment Assistant
Athletic Equipment Specialist
Athletic Trainer - Certified
Audio-Visual Technician
BAS Controls Specialist
Benefits Specialist
Broadcast Production Coordinator
Budget Technician
Business Systems Analyst
Buyer

Camp Pendleton Site Coordinator
Career Center Coordinator
Career Technical Program Specialist
Carpenter
Class Schedule Technician
College Health Nurse - RN
Communications Specialist/Photographer
Community Service Officer
Contracts Administrator
CSIT Systems Administrator
Custodian I
Custodian II
Custodian III
Database Analyst
Development Officer
Dispatcher
Division Administrative Assistant
Education Center Aide
Education Center Coordinator
Education Center Specialist
Educational Television Broadcast Assistant
Educational Television Broadcast Specialist
Educational Television Engineer
Educational Television Producer
Electrician
Employment Technician
Environmental Health and Safety Technician
ESL Matriculation Coordinator
ESL Student Advisor
Events Scheduling Specialist
Facilities Maintenance Technician
Facilities Planning Specialist

Facilities Specialist
Financial Aid Services Coordinator
Financial Assistance Analyst
GEAR UP Site Coordinator
Grants Administrative Specialist
Graphics Specialist
Grounds Maintenance Technician
Health Services Specialist
Human Resources Technician I
Human Resources Technician II
Human Resources Technician III
HVAC Technician
Information Technology Security Officer
Infrastructure Systems Administrator
Infrastructure Systems Engineer
Instructional Computer Lab/Helpdesk Specialist
Instructional Design Coordinator
Instructional Support Assistant I
Instructional Support Assistant II
Instructional Support Assistant III
Instructional Support Assistant IV
Irrigation Specialist
IT Technical Support Specialist
IT Technical Trainer
Lead Academic Records Analyst
Lead Athletic Trainer - Certified
Lead Carpenter
Lead Community Service Officer
Lead Electrician
Lead Graphics Specialist
Lead HVAC/Energy Technician
Lead Plumber

Library Systems Technician
Library Technician I
Library Technician II
Locksmith/Carpenter
Mail Services Technician
Marketing Communications Coordinator
Media Equipment Technician
Media Producer
Media/Broadcast Engineer
Multimedia Development Specialist
Network/Systems Technician
Nurse Practitioner - Certified
Oracle Database Administrator
Outreach Specialist
Painter
Patron Services Coordinator
Payroll Technician
Performing Arts Audio/Video Production Coordinator
Performing Arts Marketing and Program Coordinator
Performing Arts Technical Direction Specialist
Plumber
Police Academy Training Officer
Police Compliance Coordinator
Police Corporal
Police Officer
Police Support Parking Specialist
Print Services Press Operator
Print Services Technician
Program Coordinator - Interpreting Services
Publication Assistant
Risk Management Specialist
Senior Accounting Technician
Senior Application Developer

Senior Buyer
Senior Class Schedule Technician
Senior Contracts Administrator
Senior Curriculum Technician
Senior Education Center Coordinator
Senior Employment Technician
Senior Grants Administrative Specialist
Senior Grounds Maintenance Technician
Senior HVAC Technician
Senior Infrastructure Systems Administrator
Senior Irrigation Specialist
Senior Library Technician
Senior Media/Helpdesk Specialist
Senior Network/Systems Technician
Social Media Specialist
Sports Information Specialist
Student Activities Coordinator
Student Health Administrative Assistant
Student Support Assistant
Student Support Specialist I
Student Support Specialist II
Teaching and Learning Center Assistant
Teaching and Learning Center Specialist
Technical Theatre Coordinator
Tutor
Tutoring Center Coordinator
Tutoring/Proctoring Assistant
Vehicle and Equipment Mechanic
Ventilation and Welding Technician
Veterans Services Specialist
Warehouse Technician
Web Analyst
Web Coordinator

POSITIONS EXCLUDED FROM THE CLASSIFIED BARGAINING UNIT

Executive, Senior, Educational, and Classified Administrators; Supervisors; and Confidential Employees which include but are not limited to the following:

Accounts Payable Supervisor
Administrative Assistant
Administrative Coordinator
Assessment/School Relations Coordinator
Assistant Custodial Services Supervisor
Assistant Superintendent/Vice President, Finance and Administrative Services
Assistant Superintendent/Vice President, Human Resource Services
Assistant Superintendent/Vice President, Instructional Services
Assistant Superintendent/Vice President, Student Services
Assistant Supervisor, Building Services
Budget Manager
Chief of Police
Construction Manager
Counseling Services Supervisor
Director of Development/Executive Director of the Foundation
Director, Athletics
Director, Business Services
Director, Communications, Marketing & Public Affairs
Director, Disability Resource Center
Director, Enrollment Services
Director, EOP&S/CARE
Director, Extended Education
Director, Facilities
Director, Financial Aid & Scholarships
Director, Fiscal Services
Director, Grant Funded Student Support Programs
Director, Health Services
Director, Institutional Research, Planning and Grants
Director, Occupational & Noncredit Programs
Director, Student Affairs

Director, Workforce & Community Development
Executive Assistant to the Superintendent/Governing Board
Facilities Services Coordinator
Supervisor, Public Safety Programs – Fire Technology
Fiscal Administrator
Institutional Research Analyst
Instructional Dean, Arts, Media, Business and Computing Systems
Instructional Dean, Career, Technical & Extended Education
Instructional Dean, Counseling Services
Instructional Dean, Languages & Literature
Instructional Dean, Mathematics and the Natural and Health Services
Instructional Dean, Social & Behavioral Sciences
Internal Auditor/Analyst
International Student Advisor/Coordinator
Supervisor, Public Safety Programs – Police Academy
Library Public Services Supervisor
Manager Network and Technical Services
Manager, Broadcast Operations
Manager, Client Services
Manager, Construction and Facilities Planning
Manager, Education Center
Manager, Education Center/Counselor
Manager, Fiscal Accounting
Manager, Human Resource Services
Manager, Instruction Office
Manager, Library Staff Services
Manager, Marketing Services
Manager, Theatre Operations
Manager, Web Services
Payroll Manager
Police Lieutenant
Police Sergeant
Programming Manager
Project Director e-Conferencing
Radio Station General Manager
Superintendent/President

Supervisor, Academic Technology
Supervisor, Admissions
Supervisor, Building Services
Supervisor, Business, Mail Services, and Warehouse
Supervisor, Creative Print Services
Supervisor, Custodial Services
Supervisor, District Cashiering Services
Supervisor, Employment Services
Supervisor, Environmental Health and Safety
Supervisor, EOP&S
Supervisor, Evaluations & Records
Supervisor, Facilities – Escondido Center
Supervisor, GEAR UP/GFSP
Supervisor, Grounds Services
Supervisor, Media Equipment
Supervisor, Purchasing Services
Title V/HSI STEM Project Supervisor
Title V/HSI Project Supervisor
Tutoring Services Program Coordinator

APPENDIX C

CALIFORNIA PUBLIC EMPLOYEES' REFORM ACT ("PEPRA")

EFFECTIVE JANUARY 1, 2013

Retirement Plans

Classified employees of the District are covered by the California Public Employees Retirement Laws and System ("CalPERS"). Classified employees of the District who were employed prior to December 31, 2012 are covered by the 2% at 55 retirement plan in effect on December 31, 2012. The California Public Employees' Reform Act of 2013 ("PEPRA") made changes to new classified employees hired on or after January 1, 2013, depending on whether they had previously worked as a classified employee for a public school employer covered by CalPERS. Attached as **Exhibit A** is the "Information for Classified Employees of the Palomar Community College District Regarding Palomar's Pension Plan" which provides more detailed information about the CalPERS pension plans in effect as of January 1, 2013 for new members of CalPERS, and before January 1, 2013, for persons who were members in CalPERS.

EXHIBIT A

INFORMATION TO NEW CLASSIFIED EMPLOYEES OF THE PALOMAR COMMUNITY COLLEGE DISTRICT REGARDING PALOMAR'S PENSION PLANS

Your employment with the Palomar Community College District (hereinafter "Palomar") is subject to the California Public Employees' Reform Act of 2013 (hereinafter "PEPRA") and the California Public Employees Retirement System (hereinafter "CalPERS").

Pursuant to PEPRA, individuals who were previously employed as classified employees by Palomar or any other California school district, community college district, county office of education or charter school which required membership in CalPERS as a condition of employment (hereinafter referred to as "school employer"), and who become employed or reemployed by Palomar after January 1, 2013, shall be subject to the retirement plan that was available to Palomar classified employees as of December 31, 2012: 2% at 55. These individuals are called "classic members."

PEPRA requires a different benefit plan for Palomar's classified employees who are hired on or after January 1, 2013, and who are new members on or after January 1, 2013.

PEPRA defines a "new member" to mean in relevant part an individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who is not a member of any other public retirement system prior to that date; an individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date that was not subject to reciprocity; or an individual who was an active member in a retirement system and who had a break in service of more than six months before returning to active membership in that same retirement system with a new employer. Any prior employment as a classified employee with another school employer is deemed as the same employer under PEPRA, and therefore not subject to the 6-month break in service provision.

CalSTRS and CalPERS are not reciprocal retirement systems.

Effective January 1, 2013, public employers that offer a defined benefit plan shall only offer the defined benefit formulas to new members established pursuant to PEPRA.

Effective January 1, 2013, each retirement system that offers a defined benefit plan for school members who are new members, is required to use the formula set forth in PEPRA. To receive full benefits, the employee must be 62, at which time he/she receives 2% of the member's final compensation.

In Palomar, the new school member formula for new members first hired on or after January 1, 2013, is 2% at 62.

Equal sharing of normal costs between public employers and public employees shall be the standard for new members. The standard shall be that employees pay at least 50% of normal costs. Employers cannot pay any of the required employee contribution for new employees who are also new members.

The “normal cost” is defined as the annual actuarially determined normal cost for the defined benefit plan of an employer expressed as a percentage of payroll.

New members shall have an initial contribution rate of at least 50% of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees (school members), whichever is higher. The contribution shall not be paid by the employer on the employee’s behalf.

Once the new member’s contribution rate is established, the employee’s contribution rate can automatically be adjusted upwards or downwards, but only if the normal cost rate increases or decreases by more than 1% of payroll above or below the normal cost rate in effect at the time the employee contribution rate is first established, or the normal cost rate in effect at the time of the last adjustment of the employee contribution rate.

The employee contributions for new members may be more than one-half of the normal cost rate if the increase has been agreed to through the collective bargaining process subject to several restrictions.

Final compensation for new members shall now mean the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (or three school years if applicable), immediately preceding his or her retirement. The member also has the option of designating an alternative 36 consecutive month period during the member’s applicable service.

There are also other aspects of PEPRA and the Public Employees’ Retirement Law which you can review at the CalPERS website at www.calpers.ca.gov. You can also speak to the Human Resources Department for more information on CalPERS’ calculation of the contribution rate for new members.

Application of PEPRA To Your Classified Employment With Palomar

Start date of Palomar employment:_____.

Start date of prior Palomar employment:_____.

Separation date from prior Palomar employment:_____.

☐ I was previously employed as a classified employee for a different California school district, community college district, county office of education, or charter school (“school employer”) which required membership in CalPERS as a condition of employment.”)

Name of prior school employer:_____.

Start date of prior classified employment with another school employer:_____.

Separation date from prior school employer classified employment:_____.

Is your prior public employment subject to reciprocity with CalPERS?

☐ Yes.

☐ Completed Member Reciprocal Self-Certification form attached hereto as Attachment 1.

☐ No.

You are a “new member” for purposes of PEPRA.

☐ Yes. You became a member of CalPERS for the first time on or after January 1, 2013, and check applicable box:

☐ 1. You are not a member of any other public retirement system prior to January 1, 2013.

☐ 2. You became a member of CalPERS for the first time on or after January 1, 2013, and you were a member of another public retirement system prior to January 1, 2013 that was not subject to reciprocity. Please see Attachment 1, MEMBER RECIPROCAL SELF-CERTIFICATION, form for list of reciprocal 1937 Act Counties and reciprocal public agencies.

Note: CalSTRS and CalPERS are not reciprocal retirement systems.

- ☐ 3. You were an active member in a retirement system and you had a break in service of more than six months before returning to active membership in CalPERS with a new employer.

Note: This break in service provision does not apply if your prior employment was as a classified employee with another school employer.

☐ No.

You are a member of the following retirement plan:

- ☐ 1. 2% at 62 for new classified employee hires who are also new members.
- ☐ 2. 2% at 55 for new classified employee hires who are not new members (classic members).

Your contribution rate to CalPERS is subject to possible modification in the future in accordance with law. Your current contribution rate to CalPERS is:

- ☐ 1. 50% of the normal costs. The current contribution rate for 2013-2014 is 6%, and it applies to all classified hires who are in the 2% at 62 plan. The current CalPERS benefit formula and contribution rate for new members for Palomar is attached hereto as Attachment 2.
- ☐ 2. 7% for new classified employee hires who are not new members (classic members) See Attachment 2.

There are also other aspects of PEPRA and the Public Employees' Retirement Law which you can review at the CalPERS website at www.calpers.ca.gov.

Date: _____

Date: _____

Print Employee's Name

Palomar Representative (Print Name)

Employee's Signature

Palomar Representative's Signature

Job Title

Palomar Representative's Job Title

ATTACHMENT 1
California Public Employees' Retirement System Customer Account Services Division
Retirement Account Services Section
P.O. Box 942709
Sacramento, CA 94229-2709
TTY: (877) 249-7442
888 CalPERS (or 888-225-7377) phone • (916) 795-4166 fax
www.calpers.ca.gov

MEMBER RECIPROCAL SELF-CERTIFICATION FORM

*Complete the following information and return this form to your Personnel Office **within 10 business days**:*

EMPLOYEE NAME: _____
(Last) (First) (Middle)

SOCIAL SECURITY NUMBER OR CalPERS ID NUMBER: _____

NAME OF MOST RECENT RECIPROCAL RETIREMENT SYSTEM: _____

PERMANENT SEPARATION DATE FROM MOST RECENT RECIPROCAL RETIREMENT SYSTEM: _____

FIRST MEMBERSHIP DATE IN ANY PRIOR CALIFORNIA PUBLIC RETIREMENT SYSTEM THAT IS SUBJECT TO RECIPROCITY: _____

(Check the applicable statement)

_____ I have not been a member of another California Public Retirement System within the last six months.

_____ I was a member and am retired from the _____ Retirement System and subsequently became employed by a CalPERS-covered employer.

_____ I was a member of the _____ Retirement System and became employed by a CalPERS-covered employer within six months after separating from employment with the previous reciprocal retirement system.

I understand that by accepting employment in a specific retirement system, I am subject to the applicable laws and regulations of that system. I also understand that completing this form does not constitute a request to establish reciprocity. I must complete and return the "Election to Coordinate Retirement When Changing Retirement Systems," (PERS-MSD-255) Form to CalPERS.

I hereby certify that the foregoing information is true and correct and any information found to be incorrect may require corrections to my account in the California Public Employees' Retirement System including, but not limited to, my date of membership. CalPERS may make any necessary corrections to my account to ensure I am properly enrolled and eligible to receive the correct retirement benefits.

SIGNATURE OF EMPLOYEE **DATE**

TO BE COMPLETED BY EMPLOYER ONLY:

NAME OF CalPERS AGENCY: _____ **CalPERS BUSINESS PARTNER ID:** _____

CalPERS MEMBERSHIP ELIGIBILITY DATE WITH YOUR AGENCY: _____ **ORIGINAL HIRE DATE WITH YOUR AGENCY:** _____

DATE MEMBER RECIPROCAL SELF-CERTIFICATION FORM GIVEN TO EMPLOYEE: _____

DATE MEMBER RECIPROCAL SELF-CERTIFICATION FORM RECEIVED FROM EMPLOYEE: _____

(Please Print) **DESIGNEE OF EMPLOYER** _____ **TITLE** _____ **DATE** _____

DESIGNEE'S SIGNATURE _____ **PERS-CASD-801 (12/12)**

MEMBER RECIPROCAL SELF-CERTIFICATION FORM

Instructions

Reciprocity is an agreement among public retirement systems to allow members to separate from one public employer and enter into employment with another public employer within a specific time limit without losing some valuable retirement and related benefit rights.

The Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, requires a CalPERS covered employer to determine the applicable PEPRA retirement benefit formula for new employees. CalPERS refers to all members that do not fit within the PEPRA definition of a "new member"¹ as "classic members" who are subject to the Public Employees' Retirement Law (PERL). PEPRA allows a member after January 1, 2013, to retain his/her classic member retirement benefit status if the member continues his/her membership in all previous California Public Retirement System(s) by leaving his/her service credit and contributions (if any) on deposit, and the member enters into employment that results in CalPERS membership within six months of separating from the most recent California Public Retirement System. Classic member status also requires the membership date to be on or before December 31, 2012, in a California Public Retirement System in which reciprocity is established.

EMPLOYER INSTRUCTIONS

1. Employers must provide the Member Reciprocal Self-Certification Form to all new employees upon eligibility for membership.
2. Employers must sign and date the Member Reciprocal Self-Certification Form on the date the form is given to the employee.
3. Upon receipt of the completed Member Reciprocal Self-Certification Form, the employer will enter the date the employee returns the form.
4. The employer will enroll the new employee into CalPERS membership through my|CalPERS based on the information provided on the Member Reciprocal Self-Certification Form. my|CalPERS will determine the proper retirement benefit formula. If an employer believes the retirement benefit formula is incorrect, employers may contact CalPERS at 1-888-225-7377.
5. It is the responsibility of the employer to retain the completed Member Reciprocal Self-Certification Form in the employee's employment records for auditing purposes.

¹ A new member is defined in PEPRA as any of the following:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, who has no prior membership in any California Public Retirement System.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, who has a break in service of greater than six months with another **California Public Retirement System that is subject to Reciprocity.**
- A member who first established CalPERS membership prior to January 1, 2013, who is rehired by a different CalPERS employer after a break in service of greater than six months.

ATTACHMENT 2



California Public Employees' Retirement System
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (or 888-225-7377)
TTY: (877) 249-7442
www.calpers.ca.gov

Reference No.:
Circular Letter No.: 200-031-13
Distribution: I, XII, XVI
Special:

Circular Letter

June 21, 2013

TO: **SCHOOL EMPLOYERS**

SUBJECT: **2013/14 SCHOOL EMPLOYER POOL CONTRIBUTION RATE**

The purpose of this Circular Letter is to inform you of the following employer contribution rate in respect of pension benefits that were approved by the California Public Employees' Retirement System's (CalPERS) Board of Administration on June 19, 2013. This rate becomes effective with the first payroll period that ends in July 2013 and is in effect for the 2013/14 fiscal year:

<u>MEMBER CATEGORY</u>	<u>EMPLOYER CONTRIBUTION AS A PERCENTAGE OF COMPENSATION</u>
School Members	11.442%

The employer contribution rate will continue to vary annually. Member contribution rates remain unchanged for fiscal year 2013/14. School employees that meet the definition of a new member under the Public Employees' Pension Reform Act (PEPRA) will continue to contribute 6% of reportable compensation. Classic members will continue to contribute 7% of reportable compensation.

Additional information can be found in the agenda item that was presented to the CalPERS Board. This can be found at www.calpers.ca.gov. Further, the complete actuarial valuation report with additional information about how rates could change beyond the 2013/14 fiscal year is expected to be available on the website after August 2013.

If you have any questions, please call our CalPERS Customer Contact Center at **888 CalPERS** (or 888-225-7377).

ALAN MILLIGAN
Chief Actuary

APPENDIX D

SPOUSES AND DOMESTIC PARTNERSHIP

Benefits for Spouses and “Domestic Partners”

1. The District recognizes that employees have partners that are defined as “two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring.” The District is committed to extending appropriate benefits to the partners of eligible employees, whether those partners are classified as “spouses” or “domestic partners.”
2. For all instances in the Agreement, the term “spouse” or “domestic partner” shall be construed to read “spouse or domestic partner.” All benefits and rights accorded to spouses of classified employees shall be conferred to domestic partners as defined in the Appendix. All rights and privileges accorded to classified employees in regards to their spouses shall also be conferred to domestic partners as defined in this Appendix. The definition of “spouse” and “domestic partner” in this Appendix shall supersede any other definition of spouse or domestic partner within the Agreement. The District shall recognize only one spouse or domestic partner per employee at a time.
3. Eligible employees of the Palomar Community College District may receive paid health (medical, dental and vision) benefits for their spouse or domestic partner, upon written request, subject to any legal restrictions and the policies of the District’s health care providers and carriers, and subject to the requirements in this Appendix. Eligible employees for purposes of this Appendix are those employees who are currently eligible for health benefits under existing Board Policy or collective bargaining agreement.

The term “spouse” for purposes of this Agreement will include any couple who have been issued a legal certificate of marriage or valid certificate of civil union in accordance with *lex loci celebrationis*. In lieu of a certificate, the employee may file a copy of a legally filed state or federal tax return showing both partners hold a marriage or civil union, or, may file a written statement signed under penalty of perjury by both persons attesting to holding such marriage or civil union.

4. The term “domestic partner” for purposes of this Agreement will include any “two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring,” but are otherwise not eligible to be called spouses under section 3, above. The District will recognize that a domestic partnership shall be established when either: (1) the conditions under Provision A are met or (2) **all** of the requirements of Provision B are met:

PROVISION A:

The District receives a copy of the registered form of the Declaration of Domestic Partnership that has been returned to the domestic partners from the California Secretary of State. (Family Code section 298.5). In lieu of filing the registered form, the employee may file a written statement signed by both partners under

penalty of perjury attesting to holding a Domestic Partnership registered with the State of California.

PROVISION B:

- Both partners have a common residence. The term “common residence” means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
 - Both persons agree to be jointly responsible for each other’s basic living expenses incurred during the domestic partnership. The term “basic living expenses” means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person’s domestic partner. The term “joint responsibility” means that each partner agrees to provide for the other partner’s basic living expenses if the partner is unable to provide for himself or herself.
 - Neither person is married nor a member of another domestic partnership.
 - The two persons are not related by blood in any way that would prevent them from being married to each other in California.
 - Both persons are at least eighteen years of age.
 - Both persons are capable of consenting to the domestic partnership.
 - Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law with another individual that has not been terminated pursuant to applicable law.
 - The District receives a statement, signed under penalty of perjury by both partners whom will receive benefits under this provision, stating that they meet the criteria of Provision B expressed in paragraphs 1-7, above.
5. Eligible employees who do obtain health benefits for their domestic partners pursuant to this Agreement shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).
 6. It is the intent of the Board that this Agreement be consistent with current law. Any part of this Agreement which is not consistent with current law shall be void. Any changes in applicable law which impacts this Agreement shall automatically modify this Agreement to ensure consistency.

APPENDIX E – EVALUATION FORM AND PROCEDURE

Palomar College Performance Evaluation

Employee: Enter employee's name Position Title: Enter employee's position title

Department: Enter department Supervisor: Enter supervisor's name and title

Length of time supervised by evaluator: Enter length of time

Probationary: 1st ☐ 2nd ☐ Annual ☐ Other ☐ Explain if other

Appraisal Period: From: Enter from date To: Enter to date

Part A - Major Job Duties/Goals

List major job duties and responsibilities	Employee Initial	Supervisor Initial	Comment on the progress and performance level of each item
Enter job duty			Enter comment
Enter job duty			Enter comment
Enter job duty			Enter comment
Enter job duty			Enter comment
Enter job duty			Enter comment
Enter job duty			Enter comment
Enter job duty			Enter comment
Enter job duty			Enter comment
Enter job duty			Enter comment

****Please attach additional duties if necessary**

Part B - Performance Criteria

Rate the performance in each of the following work characteristics using the quality ratings described on page 1. Ratings of Exceptional, Needs Improvement, and Unsatisfactory must be accompanied by detailed comments or examples of work to support the ratings. See page 1 for definitions of ratings.

1. **Quality of work:** For example, does it fulfill requirements and is it acceptable to those it serves? Is it accurate and thorough?

Exceptional ☐ More than Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory ☐

Explain your rating: Enter explanation of rating

2. **Quantity of work:** For example, can the person work on more than one task concurrently, and is the work completed within reasonable time?

Exceptional ☐ More than Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory ☐

Explain your rating: Enter explanation of rating

3. **Overall job knowledge.** For example, to what extent does this person display a complete mastery of all phases of the job? How quickly, completely are new tasks mastered?

Exceptional ☐

More than Satisfactory ☐

Satisfactory ☐

Needs Improvement ☐

Unsatisfactory ☐

Explain your rating: Enter explanation of rating

4. **Initiative.** For example is the person a self-starter or must he/she be prodded into action? Does the employee offer practical constructive criticism and suggestions?

Exceptional ☐

More than Satisfactory ☐

Satisfactory ☐

Needs Improvement ☐

Unsatisfactory ☐

Explain your rating: Enter explanation of rating

5. **Reliability.** Can the person generally be depended upon in day-to-day activities, in emergency situations, and in matters of a highly important or confidential nature?

Exceptional ☐

More than Satisfactory ☐

Satisfactory ☐

Needs Improvement ☐

Unsatisfactory ☐

Explain your rating: Enter explanation of rating

6. **Cooperation and enthusiasm.** For example, is the employee eager to accomplish tasks and does this person contribute to the climate of cooperation and team work?

Exceptional ☐

More than Satisfactory ☐

Satisfactory ☐

Needs Improvement ☐

Unsatisfactory ☐

Explain your rating: Enter explanation of rating

7. **Flexibility.** For example, how successfully can the person alter activities to meet the demands of new situations? Is there appropriate follow-through?

Exceptional ☐

More than Satisfactory ☐

Satisfactory ☐

Needs Improvement ☐

Unsatisfactory ☐

Explain your rating: Enter explanation of rating

8. **Supervision.** If applicable, does the employee effectively direct the work of short-term, students, and/or other temporary assistants?

Exceptional ☐

More than Satisfactory ☐

Satisfactory ☐

Needs Improvement ☐

Unsatisfactory ☐

Explain your rating: Enter explanation of rating

Part C - Overall Rating

Exceptional ☐

More than Satisfactory ☐

Satisfactory ☐

Needs Improvement ☐

Unsatisfactory ☐

Part - D Comments and Signatures

Supervisor Comments/Recommendations: Enter Supervisor comments

Goals:

Training Recommended: Enter training recommended

Improvement plan for performance elements rated less than satisfactory:

My signature indicates that I have discussed this performance evaluation with the employee. We have established goals and objectives for the next appraisal period and a plan for improvement with an additional evaluation if applicable.

Supervisor Signature

Date

Enter Employee Comments

My signature acknowledges that I have received a copy of this evaluation. I have read and discussed this evaluation with my supervisor, and we have established goals, objectives, a plan for improvement, and an additional evaluation if applicable. My signature does not signify agreement with content of evaluation. I know that this evaluation will become part of my personnel file and that I have the right to submit comments within ten (10) business days that will also be added to my file. All evaluation documents, including but not limited to my comments are considered confidential.

Employee Signature

Date

Reviewed by:

Reviewer Signature

Date

**GIVE EMPLOYEE A COPY OF EVALUATION FORM BEFORE RETURNING
THIS EVALUATION FORM TO HUMAN RESOURCE SERVICES**

Original - Human Resource Services
Copy – Employee
HRS 12/98

Palomar College Performance Evaluation

The purposes of performance evaluation are employee development and improved communication between supervisor and employee regarding the level of performance associated with the employee's job duties and responsibilities and a mutual understanding of performance requirements. It is important that the supervisor make constructive comments aimed at helping the employee and that both employee and supervisor discuss the rating and have a shared understanding of the standards and expectations of the supervisor and the objectives and needs of the employee. In order to succeed, the performance review must include a full discussion of all items on the performance evaluation form.

Instructions

PART A: Major Job Duties/Goals

Identify the major job responsibilities related to mutually agreed upon specific goals set for the position for this appraisal period and evaluate the level of performance in each area. Supervisor and employee initial each item.

PART B: Performance Criteria

Check the appropriate evaluation rating for each performance category. Ratings should be based on the performance level of the job duties and responsibilities and work assignments identified in Part A.

PART C: Overall Rating

Indicate the overall rating for this evaluation period. The overall rating must be consistent with the Performance Criteria factors and comments and may also reflect performance in completion of goals and objectives. There is no prescribed formula for computing the overall rating and it need not be an average of the performance factors.

PART D: Comments and Signatures

1. Supervisor Comments: Provide additional comments or documentation on the employee's performance over the course of the rating period. This information should support and/or clarify the overall appraisal. Indicate training that would help the employee perform more effectively.

2. Employee Comments: Provide response to the rating and the interview. Note any training that would help to attain the desired performance level or provide opportunity for individual growth and development.

3. Reviewer Signature: The Reviewer Signature should be obtained from the Supervisor's Manager/Administrator before the evaluation is shared with the employee. The signature indicates review and approval of the performance evaluation.

Performance Evaluation Ratings

It is critical that both supervisor and employee understand the significance of each rating and that there is a clear understanding of the performance required to achieve each rating. Supervisors and employees should discuss standards of performance in each category so that performance can be measured against expectations.

Exceptional: Performance is outstanding. Employee makes unique and significant contributions to the department/office through superior performance. Employee uses initiative and creativity to perform beyond standard work requirements.

More than Satisfactory: Performance is above average. Employee consistently exceeds minimum requirements and often demonstrates exceptional performance.

Satisfactory: Performance is effective. Employee clearly and consistently meets standards and satisfactorily completes assignments in a timely manner.

Needs Improvement: Performance is marginal. Employee sometimes fails to perform job duties and responsibilities and does not meet performance expectations.

Unsatisfactory: Performance is unacceptable in critical areas. Employee often does not meet job requirements and performance seriously impacts department's effectiveness.

NOTE:

All ratings of **Needs Improvement** must be accompanied by specific suggestions for improvement.

A rating of **Unsatisfactory** in three or more areas requires an additional review in a maximum of 60 days.

An **Overall Rating** of **Needs Improvement** or **Unsatisfactory** must be accompanied by a Plan for Improvement. For a Probationary employee, the follow-up review may be conducted as early as 30 days after the initial review.

