



**Agreement Between**

**Council of Classified Employees**

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**CCE/AFT Local #4522**

**and**

**Palomar Community  
College District**

***Revised: February 14, 2006***

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**B.P. CCE/AFT-1      DESCRIPTION OF THE BARGAINING UNIT OF CLASSIFIED  
EMPLOYEES REPRESENTED BY THE CCE/AFT**

The bargaining unit represented by the CCE/AFT shall include all probationary and permanent part-time and full-time employees, and shall include short-term temporary employees who have worked forty (40) or more days from July 1, 1986 to November 30, 1986.

The bargaining unit shall include the specific positions of Benefits Specialist, Employment Specialist, Human Resource Assistant I and II, Personnel Specialist, Senior Office Specialist (all in Human Resources), and Senior Office Specialist (Campus Police).

The bargaining unit shall exclude all substitute-classified employees, and all management, supervisory and confidential employees.

The bargaining unit also shall exclude the following specific positions as **confidential**:

- Administrative Assistant (Administrative Services)
- Administrative Assistant (Human Resources)
- Administrative Assistant (Instructional Services)
- Administrative Assistant (Student Services)
- Budget Technician (Fiscal Services)
- Executive Assistant (President's Office)
- Executive Secretary (Administrative Services)
- Executive Secretary (Student Services)
- Internal Auditor (Administrative Services)
- Secretary to the President (President's Office)

The bargaining unit also shall exclude the following specific positions as **managerial and supervisory**:

- Assistant Superintendent/Vice President Finance and Administrative Services
- Chief Advancement Officer/Vice President for the Foundation
- Counsel, Contracts, and Special Projects
- Director, Business Services
- Director, Facilities
- Director, Fiscal Services
- Director, Grants Development and Evening Manager
- Director, Information Systems and Services
- Director, Institutional Research & Planning
- Director, Marketing Communications
- Director, Placement Services
- Director, Public Information
- Manager, Education Center
- Manager, Human Resource Services
- Manager, Instruction Office

Special Assistant to the President  
Telecommunications Special Grant Project Director, Educational TV  
Academic Technology Supervisor  
Assessment Coordinator  
Assistant Custodial Services Supervisor  
Assistant Director, Escondido Education Center  
Budget Analyst  
Construction/Weekend Supervisor  
Economic Development Coordinator  
Grounds Services Supervisor/Recycling Coordinator  
Institutional Research Analyst  
Institutional Research Analyst/Weekend Manager  
Manager, Admissions & Registration  
Manager, Bookstore  
Manager, Community Education Programs  
Manager, Community Service Programs  
Manager, Facilities  
Manager, Facility Planning/Environmental Health/Safety  
Manager, Fiscal Operations  
Manager, Food Services  
Manager, Library Staff and Services  
Manager, Theatre Operations  
Manager, Worksite Education and Training  
Supervisor, Admissions  
Supervisor, Auxiliary Services – Accounting  
Supervisor, Bookstore Operations  
Supervisor, Building Services  
Supervisor, Child Care Operations  
Supervisor, Custodial Services  
Supervisor, District Cashiering Services  
Supervisor, Duplication and Mail Services  
Supervisor, Education Center  
Supervisor, Employment Services  
Supervisor, Evaluations and Records  
Supervisor, Extended Opportunity Programs and Services  
Supervisor, Facilities Operations  
Supervisor, Library Fiscal Services  
Supervisor, Library Public Services  
Supervisor, Media Equipment  
Supervisor, Network Services  
Supervisor, Payroll Services  
Supervisor, Purchasing Services  
Supervisor, Student Support Services  
Supervisor, Systems and Programming  
Supervisor, Text Inventory Control and Freight  
Supervisor, Textbook Services  
Supervisor, Upward Bound  
Supervisor, Veterans' Services  
Supervisor, Warehouse  
Wellness/Fitness Center Coordinator

Members of the bargaining unit who are short-term temporary employees who have worked forty (40) or more days from July 1, 1986, to November 30, 1986, may not be members of the classified service as defined by law. Members of the bargaining unit who are not members of the classified service as defined by law shall be covered by only Board Policies: B.P. CCE/AFT-2, B.P. CCE/AFT-3, B.P. CCE/AFT-5.A.B., B.P. CCE/AFT-7, B.P. CCE/AFT-9, B.P. CCE/AFT-11, B.P. CCE/AFT-19, B.P. CCE/AFT-21, B.P. CCE/AFT-22, B.P. CCE/AFT-23, B.P. CCE/AFT 30, B.P. CCE/AFT-31.

Members of the bargaining unit who are probationary or permanent classified employees shall be considered as members of the classified service as defined by law, and shall be covered by the Board Policies in this Handbook.

Classified employees in the bargaining unit represented by the CCE/AFT are in the following classifications:

Academic Department Assistant  
Academic Evaluator/Advisor  
Academic Technology Support Specialist  
Accompanist  
Accountant  
Accounting Assistant  
Accounting Technician  
Administrative Aide  
Administrative Secretary  
Admissions Assistant  
American Sign Language/English Interpreter  
Apprenticeship Program Assistant  
Assessment Assistant  
Assistant Television Technician  
Athletic Equipment Assistant  
Athletic Trainer  
Audio Production Coordinator  
Auto Mechanic/Maintenance Locksmith  
Benefits Specialist  
Bookstore Assistant I  
Bookstore Assistant II  
Box Office/House Manager  
Buyer  
CalWORKS Child Care Coordinator  
Campus Patrol Assistant  
Campus Services Assistant  
Career Center Advisor  
Career Development Coordinator  
College Health Nurse  
Community Services Program Assistant  
Computer Operations Specialist  
Contracts Assistant  
Counseling Support Specialist  
CSIS Systems Analyst

Curricular Schedules Technician  
Custodian I  
Custodian II  
Delivery Worker  
Disabled Services Assistant  
Education Center Assistant  
Education Center Coordinator  
Education Center Specialist  
Employment Specialist  
Enrollment Services Systems Specialist  
EOPS Technician  
Financial Aid Advisor  
Financial Aid Assistant  
Financial Aid Specialist  
Food Services Assistant  
Food Services Specialist  
Gear Up Specialist  
Graphics Specialist I  
Graphics Specialist II  
Groundskeeper  
Guidance Services Advisor  
Health & Safety Technician  
Health Programs Coordinator  
Human Resources Assistant I  
Human Resources Assistant II  
HVAC Technician  
Information Systems Analyst  
Information Systems Specialist  
Information Systems Support Specialist  
Instructional Computer Lab Technician  
Instructional Support Assistant I  
Instructional Support Assistant II  
Instructional Support Assistant III  
Instructional Support Assistant IV  
International Student Advisor  
Interpretation Services Coordinator  
Inventory Control Technician  
Irrigation Specialist  
Laboratory Technician  
Library Media Technician I  
Library Media Technician II  
Maintenance Carpenter  
Maintenance Electrician  
Maintenance Locksmith/Pool Technician  
Maintenance Painter  
Maintenance Plumber  
Maintenance Technician  
Maintenance Ventilating Mechanic/Welder  
Manager Athletic Equipment  
Marketing Assistant



Media Equipment Technician  
Media Specialist  
Office Specialist  
Offset Press Operator  
Off-Site Operations Specialist  
Outreach Coordinator  
Payroll Assistant I  
Payroll Assistant II  
Payroll Technician  
Performing Arts Publicity/Program Coordinator  
Personnel Specialist  
PIC/BOGW Program Assistant  
PIC/BOGW Program Coordinator  
Police Lieutenant  
Police Officer I  
Police Sergeant  
Producer Educational Television  
Production Coordinator  
Professional Development Assistant  
Programmer Analyst I  
Programmer Analyst II  
Public Information Assistant  
Purchasing Assistant  
Records Assistant  
Records Management Technician  
ROP Specialist  
Scholarship Assistant  
Senior Academic Evaluator/Advisor  
Senior Accounting Assistant  
Senior Administrative Secretary  
Senior Buyer  
Senior Counseling Support Specialist  
Senior Groundskeeper  
Senior Library Media Technician  
Senior Office Specialist  
Senior Programmer Analyst  
Senior Telephone Operator  
Skilled Maintenance Mechanic  
Skilled Maintenance Technician  
Staff Aide  
Staff Assistant  
Storekeeper  
Student Placement Specialist  
Student Support Services/Upward Bound Assistant  
Telecommunications Technician  
Telephone Operator  
Television Broadcast Coordinator  
Television Broadcast Operator  
Television Technician  
Transfer Education Advisor

Tutor  
Tutorial Assistant  
Tutorial Specialist  
Veterans' Services Advisor  
Visual Media Specialist

Any classification or position may be excluded from the bargaining unit if changes are made by the District such that the classification or position should properly be management, supervisory or confidential.

#### **B.P. CCE/AFT-2 NON-DISCRIMINATION**

- A. 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.
- B. 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.

#### **B.P. CCE/AFT-3 NEPOTISM POLICY**

The District may refuse to place one relative under the direct supervision of another relative. The District also may refuse to place spouses in the same department or administrative unit if their work involves potential conflicts of interest or other hazards, which are greater for 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.

#### **B.P. CCE/AFT-4 RIGHTS OF THE CCE/AFT**

- A. 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. 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) will be reserved for the CCE/AFT. The CCE/AFT shall be responsible for the content of all its information posted on bulletin boards.

- B. 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.
- C. The District agrees to provide information to the CCE/AFT upon written request which is necessary and relevant to negotiations or grievance processing. The CCE/AFT shall make all such requests in writing to the Superintendent/President or designee indicating the specific information needed and the reasons for such information. The Superintendent/President or designee will respond with reasons why the information will not be provided (e.g., burdensome, confidential records, legal privilege and non-availability) or provide the requested information in a timely fashion.
- D. The CCE/AFT shall have the reasonable use of District facilities at reasonable times as well as one assigned office for the purpose of meetings concerning negotiations, grievance processing, and/or Association business related to activities pursuant to its responsibilities under the Education Employment Relations Act.
- E. The CCE/AFT shall have the reasonable use of District equipment. The District will bill the CCE/AFT for the costs of materials used and the CCE/AFT will promptly pay said bill(s).
- F. Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant released time without loss of compensation to no more than five (5) official negotiators of the CCE/AFT for meeting and negotiating with official District negotiators. An additional two employees may attend negotiations as official negotiators but not on paid released time.
- G. The District shall grant released time without loss of compensation to official representatives of the CCE/AFT for the purpose of processing grievances up to a maximum total of seventy-five (75) hours per fiscal year (July 1 - June 30). Released time for the purpose of processing grievances shall be granted only upon twenty-four (24) hours prior notice from the CCE/AFT to the Assistant Superintendent/Vice President, Human Resource Services, with a subsequent follow-up in writing. No more than two (2) bargaining unit members shall receive such released time under this provision at any one time for any one grievance. The District and the CCE/AFT recognize that grievance meetings are scheduled at mutually convenient times and places.

## **B.P. CCE/AFT-5 EMPLOYMENT**

### **A. Classification**

Each classified employee shall be assigned to a position in a classification.

A "classification" means that 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 in a job description, and the regular monthly salary ranges for each such position.

### **B. Hiring/Termination**

Only the Board can hire and terminate employees. Only the Board shall act upon the hiring or termination of an employee. The Superintendent/ President or designee shall act upon the assignment of an employee to a specific position.

### **C. Initial Employment**

1. ***Probationary Period During Initial Assignment.*** An employee will serve in probationary status for one year from date of appointment by the Board.
2. ***Release of Probationary Employee.*** The Governing Board may release a probationary employee at any time during the probationary period.

## **B.P. CCE/AFT-6 NEW POSITIONS, CLASSIFICATIONS, & RECLASSES**

- A. The District may establish a new classification at any time. Before final action is taken on any new classification, the District should seek and consider any input from the CCE/AFT.
- B. The District may reclassify upward or downward any vacant position. Before final action is taken on such reclassification, the District should seek and consider any input from the CCE/AFT.
- C. The District may establish a new position at any time, and may abolish a vacant position at any time. If the new position involves a new classification, the District should seek and consider any input from the CCE/AFT before final action is taken.

- D. The reclassification of a position currently held by a classified employee shall be considered by the following procedure:

### **Reclassification Procedures**

1. An employee, supervisor, administrator, or Human Resource Services (District) may initiate a Request for Reclassification. Requests must be submitted by September 30 for implementation on January 1 or by March 31 for implementation on July 1. Exceptions to the above time frames may be granted in extenuating circumstances.
2. The supervisor must sign and route the Request for appropriate signatures within three (3) workdays.
3. The Executive Administrators must review the Request within ten (10) workdays.
4. If the Request is denied at any level in provisions 1 through 3, it will be returned to the initiator who may withdraw the Request, resubmit a revised Request, or submit an appeal to the Reclassification Appeals Committee within five (5) work days.
5. If the Request is not denied in provisions 1 through 3, Human Resource Services will request the incumbent to complete a new Classification Questionnaire or a Classification Questionnaire Addendum depending on the magnitude of the proposed changes. The employee has thirty (30) work days to submit the Questionnaire or Addendum to Human Resource Services.
6. The completed Questionnaire will be submitted to the immediate supervisor for review. The supervisor will complete the Supervisory Review form and forward the Supervisory Review form along with the completed Questionnaire to the appropriate Dean/Director for review. The Supervisor must return the employee's Questionnaire or Addendum and the Supervisory Review to Human Resource Services within five (5) workdays.
7. The Assistant Superintendent /Vice President, Human Resource Services, or the Manager of Human Resources will review the information. The review may include an on-site audit with the employee and the supervisor within ten (10) workdays.
8. The final recommendation from Human Resource Services including title, salary range placement, and date of implementation will be reviewed with the employee and supervisor before it is submitted to the Superintendent/ President for possible submission to the Board for final decision.

9. Exception(s) to the time frames may be granted upon mutual consent of the parties involved.
10. Only one request within an eighteen (18) month period may be submitted for a reclassification of a specific position.
11. Pending any final action on a request for reclassification, the classified employee shall continue to perform the duties and responsibilities of his/her current classification.
12. An employee may submit an appeal to the Reclassification Appeals Committee within five (5) workdays of receiving notice of the final recommendation.
13. A Reclassification Appeals Committee shall be composed of two (2) members selected by the CCE/AFT and two (2) members selected by the Administration. Each member shall have one (1) vote. Within seven (7) working days of receiving a written appeal from an employee, the Reclassification Appeals Committee shall make a recommendation to the Assistant Superintendent /Vice President, Human Resource Services, who shall make the final recommendation as set forth in paragraph number 8 above.

#### **B.P. CCE/AFT-7 HEALTH 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.

#### **B.P. CCE/AFT-8 JOB DESCRIPTIONS**

- A. The Superintendent/President or the Assistant Superintendent /Vice President, Human Resource Services shall exercise control and authority over the preparation and review of job descriptions for all classified employees in the bargaining unit represented by the CCE/AFT. This preparation and review shall include job titles, listing of qualifications and listing of duties.
- B. The Board retains final authority over all job descriptions including any revisions. Before final action is taken on such job descriptions, the District **must** seek and consider any input from the CCE/AFT.

## **B.P. CCE/AFT-9 DUTIES AND RESPONSIBILITIES**

- A. Each classified employee in the bargaining unit represented by the CCE/AFT shall be required to perform all listed duties and responsibilities contained in Board Policies, 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 applicable job description if such duties and responsibilities are reasonably related to the classification of the classified employee.
- B. Each classified employee in the bargaining unit shall follow all lawful directives from the immediate supervisor(s), the Superintendent/President or the Board.

## **B.P. CCE/AFT-10 DISCIPLINE**

- A. The District recognizes that employee discipline must be fairly imposed with adherence to the concept of progressive discipline.
- B. A permanent classified employee may be disciplined by the District for cause. The term "discipline" refers to disciplinary actions, penalties, and/or settlements including dismissal, suspension, or demotion without the classified employee's voluntary consent. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense.

The term "discipline" for the purpose of this Board Policy does not include adverse or negative evaluations, warnings, directives and the denial of any leave. These actions may be used in attempts to resolve problems informally prior to imposing formal disciplinary action.

- C. 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) calendar days prior to the date when discipline may be imposed. Service by certified mail shall be deemed complete on the date of mailing.

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 (10th) calendar day following the date written notice was served.

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

1. 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.
2. The specific disciplinary action proposed.
3. The cause(s) or reason(s) for the specific disciplinary action proposed.
4. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
5. 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) calendar days following the date the written notice was served.
6. A statement that the classified employee, upon request, is entitled to appear personally before the Superintendent/President or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting the classified employee shall be granted a reasonable opportunity to make any representations the classified employee believes are relevant to the case.
7. A statement that the classified employee, upon written request, is entitled to an evidentiary hearing before the Board or a hearing officer designated by the Board before any disciplinary action is final. A statement that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was served. A statement that no evidentiary hearing shall be held unless notice is delivered to the Superintendent/President or designee with ten (10) calendar days after the date the written notice of proposed disciplinary action was served.

Attached or enclosed with the written notice of proposed 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.



- E. The term "cause" 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 unbecoming an employee of the District which 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.
  - Unexcused absence or tardiness.
  - Abuse of any leaves or vacation.
  - Falsifying any information supplied to the District, including, but not limited to, information supplied on 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.
- F. An employee facing discipline as defined above may be represented by the CCE/AFT or another lawful representative at a disciplinary conference or hearing held pursuant to this Policy.
- G. The classified employee shall receive an evidentiary hearing on the proposed disciplinary action only if a written request for such a hearing is delivered to the Assistant Superintendent /Vice President, Human Resource Services, within ten (10) calendar days after receipt of the written notice of proposed disciplinary action.
1. The hearing normally will be held before the Board, or a hearing officer designated by the Board, within forty-five (45) days of the hearing demand. The classified employee shall have a right to appear in person, with counsel, with a CCE/AFT representative, or such other lawful representation. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed: i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party. Hearings will be recorded at the request of either party with such expense being borne by both parties.
  2. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.
  3. Said hearing shall be closed to the public unless otherwise requested by the employee.
- H. In the absence of a timely demand for a hearing, the Board may act upon the proposed disciplinary action after the time period for hearing demand has expired.
- I. Probationary employees and other non-permanent classified employees are not covered by any provision in the Board Policy on Discipline.

## **B.P. CCE/AFT-11 HOURS OF EMPLOYMENT AND OVERTIME**

- A. **Workweek:** The 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 Policy shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

The Board may provide a 9-hour-per-day, 80-hour-per two (2) week work schedule for classified employees pursuant to Education Code Section 88039 and any other applicable law. Before such action is taken, the District should seek and consider any input from the CCE/AFT.

The Board may provide a 9-hour-per-day for 4 days and one 4-hour day work schedule for classified employees pursuant to Education Code Section 88039. Before such action is taken, the District should seek and consider any input from the CCE/AFT.

The Board may establish a 10-hour-per-day, 40-hour, four-consecutive-day workweek for classified employees pursuant to Education Code Section 88031 and any other applicable law. Before such action is taken the District should seek and consider any input from the CCE/AFT.

The Palomar Community College District may establish and modify within its discretion, and with the concurrence of the employee organization (CCE/AFT Local 4522), workday and workweek schedules for bargaining unit employees pursuant to Education Code Section 88040. Every position employing a schedule authorized under Section 88040 will be identified as having regular work hours for each day of the weekly schedule. In keeping with the provisions of 88040, 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. (This paragraph approved by Governing Board 12/16/97.)

- B. **Workday:** The length of the workday shall be designated by the District for each classified position at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The District may change the times of an employee's assignment.
- C. **Adjustment Of Assigned Time:** Any classified employee who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

D. **Lunch Periods:** When an employee has been scheduled to work six hours, the employee shall be entitled to an uninterrupted lunch period. The length of time for such 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. An employee's lunch period may be extended up to a maximum of an additional fifteen (15) minutes if the employee actually participates in an exercise class during the scheduled lunch period. The employee shall submit written verification of actual participation in the exercise class to the employee's immediate supervisor.

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

E. **Rest Periods:**

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

F. **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 for such voting by the employee without loss of pay.

- G. **Overtime:** 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 the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time leading to the maximum eight (8) hours in any day or on any one shift or in excess of the forty (40) hour week.

A 9-hour-per-day, 80-hour-per-two (2) week work schedule pursuant to Education Code Section 88039, defines overtime as any time worked in excess of nine (9) hours on any scheduled nine (9) hour work day and in excess of eight (8) hours on the single eight (8) hour work day, or any time worked on a day not scheduled for a work day that would cause more than 80 hours to be worked in the two (2) week work schedule.

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 work day and in excess of four (4) hours on the scheduled 4-hour day, or any time worked on a day not scheduled for a work day that would cause more than 40 hours to be worked in the established work week.

H. **Compensatory Time Off:**

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

## **B.P. CCE/AFT-12 HOLIDAYS**

- A. Classified employees shall be granted the following holidays with pay to be scheduled each year by the District provided they are in paid status during a portion of the working day immediately preceding or succeeding the holiday.

- Independence Day
- Labor Day
- Admissions Day
- Veterans Day
- Thanksgiving Holidays (2)
- Christmas Holidays (2)
- New Year's Holidays (2)
- Martin Luther King, Jr.'s Day
- Lincoln's Day
- Washington's Day
- Spring Holiday
- Memorial Day

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 working day immediately preceding or succeeding the day so designated in lieu of such holiday and therefore would not be entitled to such day in lieu of the holiday, he/she shall be entitled to the regular holiday; however, if he/she is required to work on such holiday, he/she shall be paid compensation at the rate of time and one-half of his/her regular rate of pay in addition to the regular pay received for the holiday.

- B. 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. To be eligible for any such additional holidays, classified employees must be in paid status during a portion of the working day immediately preceding or succeeding the holiday.
- C. Compensation for all holidays requires employees to be in a paid status on the workday immediately preceding or succeeding the paid holiday.
- D. Employees who are directed to work on a holiday are entitled to the paid holiday in addition to time and one-half compensation for actual hours worked.

- E. 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.
- F. Holidays that occur during other paid leaves such as vacation or sick leave shall not be charged to the paid leave balances.
- G. 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. This period of time, December 24 through January 1, includes Admissions Day. Admissions Day cannot be used in lieu of another workday outside December 24 through January 1. This Winter Holiday Schedule shall be effective beginning winter recess 2007.

**B.P. CCE/AFT-13 VACATION PLAN**

**A. Eligibility**

Probationary and permanent classified employees in the bargaining unit represented by CCE/AFT shall earn paid vacation time under this Policy. Vacation is earned on a monthly basis commencing with the first month of employment.

**B. Accrual**

- 1. Vacation for full-time employees who have a regular assignment of forty (40) hours per week shall accrue according to the following schedule (effective July 1, 2005):

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

2. 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.
3. Effective July 1, 1995, when an employee accrues the maximum allowable vacation days, the employee shall not accrue any additional vacation days beyond the maximum accrual until vacation days are used to reduce the accrual below the maximum. Effective July 1, 1995, employees with vacation accruals in excess of the maximum will cease to accrue vacation until the excess accrual is used.

**C. Usage**

1. 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. 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. Such accrual will not be limited if the District does not allow opportunity for employees to schedule earned vacation during this two-year period. The appropriate Vice President must approve any denial of taking earned vacation during this two-year period. Once an employee earns or accrues the maximum amount of vacation allowable, no additional days may be earned or accrued. Vacation days accrued may be carried forward from year to year. Vacation may not be used to extend the workday beyond eight (8) hours or the regular number of hours scheduled for that day. (revised 5/12/98)
2. Vacation may not be taken in advance except under extenuating circumstances, in which case the appropriate Executive Administrator or designee may authorize said request.
3. Whenever an employee retires or resigns, the last day actually worked by the employee shall be the effective date of retirement or resignation unless otherwise mutually agreed to in writing by the employee and the Assistant Superintendent /Vice President, Human Resource Services. Accumulated vacation shall not be used to extend the effective date of retirement or resignation.

**D. Payment for Unused Vacation**

1. Upon termination, retirement, or resignation from the District, employees shall be paid for a maximum of two years accumulated vacation at their current salary rate.



2. 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 current salary rate.
3. Employees who, prior to July 1, 1988, have accumulated in excess of two years earned vacation shall be required to use all excess vacation by June 30, 1994. It is recommended to employees that they use a minimum of 1/6 of such excess vacation days each year.
4. If an employee who is eligible under section D.3. dies during his/her employment with the District, the accumulated vacation pay will be paid to the employee's estate at the current salary rate.

**E. Miscellaneous**

1. 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.
2. Holidays which occur during vacation periods will not be charged to vacation.
3. If an employee's vacation becomes due during a period when 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.
4. 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 the employee supplies prior written notice and supporting information regarding the basis for such interruption or termination.

**B.P. CCE/AFT-14 LEAVES OF ABSENCE**

- A. All verification of leaves may be initially accomplished by 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. The Superintendent/President may prepare and distribute leave forms as long as those forms do not violate the paragraphs of this policy. The Superintendent/President may adopt verification procedures to implement the paragraphs of this Policy as long as those verification procedures do not violate the paragraphs of this Policy.

**B.1. Sick Leave (Education Code Section 88191)**

- a. Every classified employee 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).
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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 working days of absence. The Superintendent/ President or designee may require proof of illness or injury for less than five (5) consecutive workings days of absence upon reasonable suspicion.

**2. Extended Sick Leave (Education Code Section 88196)**

An employee shall be credited once a year with a total of not less than 100 working days of paid sick leave, including sick leave days under Policy B.1. Such days of paid sick leave in addition to those days of sick leave under Policy B.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 Policy B.1 shall not be accumulated from year to year.

**3. Pregnancy Leave (Education Code Section 88193)**

- a. Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
- b. 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.
- c. 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.
- d. 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.

**4. Family Care and Medical Leave**

- a. Intent of Policy

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.

- b. Family Care and Medical Leave

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

- 1. the birth or placement of a child for adoption or foster care with the employee within one year of such birth or placement;

2. to care for the employee's spouse, child, parent or member of immediate household with a serious health condition; or
3. 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.

c. Eligibility for Family Care and Medical Leave

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. If an employee separates from service after attaining more than one year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service.

d. Right to Family Care and Medical Leave

Subject to the terms and conditions stated in this policy, 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.

e. Requests for Family Care and Medical Leave

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

3. If the employee's need for the leave is foreseeable due to a planned medical treatment for the employee or planned supervision of a child, parent, spouse or member of the immediate household with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling 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.

f. Certification of Serious Health Condition from Health Care Provider

1. If the leave is requested to care for a child, parent, spouse, or member of the immediate household with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.
  - a. The certification shall include:
    - (1) the date on which the serious health condition commenced;
    - (2) the probable duration of the condition;
    - (3) an estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care;
    - (4) 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.
  - b. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with the procedures set forth above.
2. If the leave is requested for the employee's serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.
  - a. The certification shall include:
    - (1) the date on which the serious health condition commenced;

- (2) the probable duration of the condition;
    - (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position.
  - b. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with the procedures set forth above.
  - c. If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.
  - d. 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.
- g. 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.

h. Intermittent or Reduced Schedule Leave

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

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

2. 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.

i. Terms of Family Care and Medical Leave

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.
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.

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.
4. During the period of the family care and medical leave, the employee is entitled to continue to participate in PERS.

The District is not required to make plan payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize accrued vacation or other paid leave, applicable payments will be made to the retirement plan. In addition, accrued vacation or other accrued paid time off shall count towards "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave. Employees are allowed to continue making contributions to their retirement plan, in accordance with the terms of the plan, during the unpaid portion of the leave.

5. The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
6. The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff and seniority-related benefits, such as vacation.
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:
  - a. utilizes the family care and medical leave set forth in this policy;
  - b. 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.



j. 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.

1. Leave Available

Leave taken under the pregnancy disability policy set forth in Section 3 of B.P. CCE/AFT-14 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.

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 pay sick leave during the period of the pregnancy disability/family care and medical leave.

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

The employee may also elect, or the District may require the employee to utilize any other paid leave during the pregnancy disability/family care 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.

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

1. Leave Available

Leave taken under the industrial accident or illness disability policy set forth at Section 4 of B.P. CCE/AFT-14 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 total of twelve (12) work weeks of family care and medical leave. The sixty (60) days of industrial accident disability leave shall be deducted from the twelve (12) workweeks of family care and medical leave. All such payments of salary will be coordinated with any state disability Workers' Compensation or other wage reimbursement benefits for which employees may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

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

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

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.

2. Reinstatement

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

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 governed by the Americans With Disabilities Act.

m. Definitions

1. "Accrued Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.

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

3. "Extended Sick Leave" means leave of up to one hundred (100) days compensated at fifty percent (50%) of salary.

4. "Employee Benefits" means all benefits provided or made available to unit employees by the District, including group life insurance, health insurance, disability insurance, sick leave, vacation, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District.
5. "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.
6. "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
7. "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.
8. "Health care provider" means an individual:
  - a. holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or
  - b. duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
  - c. 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
  - d. who is a certified Christian Science Practitioner.
9. "Industrial Accident and Illness" means a work-related injury or illness.
10. "Intermittent Leave" means a 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.

11. "Member of immediate household" means a person whose regular residence is the home of the employee and who has resided with the employee for at least 12 continuous months.
12. "Parent" means a biological, foster, or adoptive parent, a step-parent, a legal guardian or someone who stood in loco parentis to an employee when the employee was a child.
13. "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.
14. "Serious health condition" means an illness, injury, impairment or physical or mental condition which involves either of the following:
  - a. inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility; or
  - b. continuing treatment or continuing supervision by a health care provider.
15. "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.
16. "Spouse" means a husband or wife according to California law.

Legal References: Family Medical Leave Act of 1993 and California Family Rights Act of 1991, as amended October 5, 1993

**5. Industrial Accident and Illness Leave (Education Code Section 88192)**

- a. 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.
- b. 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 Health 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.

- c. Industrial accident or illness leave shall be subject to the following limitations:
- 1) 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.
  - 2) Such leave shall not be accumulated from year to year.
  - 3) 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.
  - 4) 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.
  - 5) 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.
  - 6) 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.
  - 7) 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.

- d. 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.
- e. 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 three (3) offers of an appropriate assignment by the District shall be dismissed for cause.

**6. Personal Necessity Leave (Education Code Section 88207)**

- a. An employee may use no more than six (6) days of accumulated sick leave per school year in case of personal necessity.
- b. For purposes of this provision, "personal necessity" is defined as:
  - Death or serious illness of a member of the employee's immediate family or household
  - Accident involving the employee or the employee's property, or the person or property of the employee's immediate family or household
  - Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction
  - 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

- c. For purposes of this provision, "personal necessity" shall not include:
  - Pursuit of business, financial, or economic interests of the employee
  - Vacation or other recreational pursuits
  - Social events
  - Any concerted refusal to work
  
- d. Except in the case of an emergency, advance permission for leave pursuant hereto must be obtained from the appropriate Senior or Executive Administrator or designee who shall determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave for an emergency shall be given by the employee.

**7. Bereavement Leave** (Education Code Section 88194)

- a. An employee shall be eligible for a minimum of three (3) days bereavement leave of absence, or five (5) days leave of absence if out of state or over 300 miles (one-way) of travel is required, without loss of salary on account of the death of any member of his/her immediate family or household.
  
- b. For the purpose of this Policy, immediate family shall be limited to the mother, father, grandmother, grandfather, grandchild, brother, 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.

**8. Jury Duty Leave** (Education Code Section 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:

- a. Subject to the provisions below, the employee, while serving on jury duty, shall receive his/her regular earnings from the District.
  
- b. 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 the 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.



- c. An employee on jury leave for one semester or less 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. An employee on jury leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time jury leave began.
- d. No more than one classified employee or two (2) percent of the classified staff, whichever is greater, shall be granted jury duty leave with pay at any one time.

9. **Additional Leave For Non-industrial Accident or Illness / Reemployment Preference** (Education Code Section 88195)

- a. A permanent employee of the classified service 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.
- b. 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.
- c. 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.
- d. 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.

**10. Education Leave**

In accordance with 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 educational leave is requested:

1. The employee must have worked for the District for five (5) consecutive years;
2. 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;
3. The employee and supervisor have agreed to a schedule that does not adversely affect the productivity or efficiency of the department/office.

**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.

An employee's failure to return from any leave of absence will be considered job abandonment and the employee will be terminated effective the last day of paid service.

**12. Critical Illness of Family Member**

Three 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 Personal Necessity and is not deductible from any other authorized leaves or absences.

**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. Military Leave**

Military leave shall be granted in accordance with applicable law.

## **B.P. CCE/AFT-15 LAYOFFS**

- A. The District may lay off employees at any time pursuant to appropriate section(s) of the Education Code, and shall determine all impacts and effects of any layoff.
- B. The District shall inform the CCE/AFT of pending layoffs and shall consider any input from the CCE/AFT. The CCE/AFT may give input as to the decision to lay off and/or any impacts and effects of the layoff.

## **B.P. CCE/AFT-16 TRANSFERS, PROMOTIONS, & VOLUNTARY DEMOTIONS**

### **A. Definitions**

- 1. A "**transfer**" is 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.
- 2. A "**promotion**" is 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.
- 3. A "**voluntary demotion**" is 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 is a voluntary movement to another position in the bargaining unit represented by the CCE/AFT in a lower classification.

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

### **C. Voluntary Transfers And Promotions (Employee Initiated)**

- 1. 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) working days in places routinely visited by employees or through announcements generally distributed to employees. An employee must apply in writing within the time allowed on the notice to the Director of Human Resource Services or designee.

2. 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. If the position is a new position, the notice of vacancy shall include the hours, work year, salary range and job classification.
3. 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.

**D. Criteria For Voluntary Transfers And Promotions**

1. Best interest of the District and the employee as determined by the Superintendent/President or designee
2. EEO/Affirmative action considerations
3. Qualifications
4. Experience
5. Prior evaluations and work record
6. Recommendations of affected supervisors

**E. Involuntary Transfers And Promotions**

1. An employee may be involuntarily transferred or promoted by the Superintendent/President or designee at any time after seeking and considering input from the CCE/AFT. 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.
2. Before an involuntary transfer or promotion is put into effect, the employee shall be given no less than fourteen (14) calendar days prior written notice and shall be given a reason(s) for the administrative action.

**F. Voluntary Demotions**

An employee 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.

- G.** Nothing in this Policy shall be interpreted to restrict the right of the District to hire a qualified new employee.

## **B.P. CCE/AFT-17 EVALUATION PROCEDURE**

- A. The Superintendent/President shall establish appropriate evaluation forms so that classified employees may be evaluated properly. Completed evaluation forms shall be placed in the personnel files of employees. Such evaluation forms should indicate the area(s) in which the employee is performing satisfactorily, as well as any areas where improvement may be required.
- B. A probationary employee should be evaluated two (2) times during the one (1) year probationary period, and a permanent employee normally shall be evaluated at least once per year. The evaluator shall schedule a conference with the employee to review the evaluation. The employee shall have the right to attach any response to the evaluation. The evaluator at a conference shall consider the input of the employee and may change the evaluation.
- C. A permanent employee who desires to question ratings or comments on any evaluation form may request that the Assistant Superintendent /Vice President, Human Resource Services, review the evaluation form with him/her.

## **B.P. CCE/AFT-18 COMPENSATION**

### **A. Salary Schedule**

The Governing Board shall adopt a salary schedule for bargaining unit employees. All bargaining unit employees will be paid according to this schedule.

### **B. 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. In some extenuating circumstances, the Superintendent/President may authorize a salary step placement for new employees above Step One.

### **C. 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.

**D. Re-appointments**

1. 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.
2. 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)

**E. Overtime**

Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half the employee's regular rate of pay or compensatory time off as defined in B.P. CCE/AFT-11. Overtime is worked only with prior approval of the immediate supervisor.

**F. Call-In/Back Pay**

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.
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.

**G. Miscellaneous**

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.

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.

3. Demotion

When an employee is assigned 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.

4. Reclassification

a. When salary ranges assigned to particular classes of position are revised/ reassigned to different salary ranges, the incumbents in these positions will retain the step held in the previous range.

b. The Governing Board may increase the salaries of classified employees when there are approved classification changes in positions. The Governing Board should seek and consider input from the CCE/AFT before implementation.

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

6. Out of Classification Pay

An employee may be required, 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. If an employee is required to work out of classification for more than five days within a fifteen (15) calendar day period the employee will be paid at a rate that is consistent with the duties and responsibilities being performed. If the temporary duties are not specifically assigned to another classification, the temporary salary adjustment will be at least 5% above the salary earned by the employee in his/her current classification.

## H. **Examinations**

1. The District shall pay the full cost for District-required medical examinations or reimburse the employee for any such cost incurred.
2. 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.

## I. **Differential Pay**

1. Any employee who is required to work between 6 P.M. and 10 P.M. as part of the employee's regularly scheduled work hours shall receive differential pay of 3%.
2. Any employee who is required to work between 10 P.M. and 6 A.M. as part of the employee's regularly scheduled work hours shall receive differential pay of 5%.

## J. **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.

## **B.P. CCE/AFT-19 SALARY CHECKS AND DEDUCTIONS**

### A. **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 investigate a payroll automatic deposit system which may allow 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 implement a payroll automatic deposit system as long as it is operationally feasible and requires no additional cost to the District.



**B. 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.

**C. Overpayment of Pay and Allowances**

1. In the event of an overpayment of pay and allowances, the employee or the District shall notify the other as soon as practicable.
2. In the event that the District learns of an overpayment, no deduction shall be made from any paycheck unless the employee is first notified about the specific reasons for the overpayment and the employee is given a reasonable opportunity to meet with a District representative to discuss the matter and present evidence in opposition to the find of overpayment.
3. Under no circumstances shall a deduction be made from any one paycheck that is greater than twenty-five (25%) of the employee's 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.

**D. 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.

**B.P. CCE/AFT-20 HEALTH AND WELFARE BENEFITS**

The District will provide coverage under the current health plans and any coverages adopted by the Governing Board the unit members are eligible for, as well as coverage for dental, vision, and life insurance policies provided for other District employees for each probationary and permanent classified employee whose regular assignment is at least twenty (20) hours per week. (Revised 5/12/98).

## **B.P. CCE/AFT-21 SAFETY CONDITIONS OF EMPLOYMENT**

- A. The District shall furnish a place of employment which is safe for employees.
- B. The District shall not require any employee to be in a place of employment which is not safe. Unless there is clearly an emergency, no employee shall leave the employee's workstation without authorization of the employee's immediate supervisor.
- C. Employees have a responsibility to advise the District immediately of any unsafe condition(s).
- D. 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.
- E. 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 the Manager of Human Resources and two (2) representatives selected by the CCE/AFT shall meet regularly to review and monitor the training and safety conditions pursuant to this provision.

- F. The CCE/AFT has agreed that employees in the bargaining unit shall adhere to all Policies adopted by the Board regarding drugs and alcohol which shall apply to all District employees. As long as the District allows representatives of the CCE/AFT to fully participate in the task force or committee which shall be established to develop such Policies, the CCE/AFT shall not seek to negotiate over such Policies.
- G. The District shall provide appropriate training for video display terminal users to promote safe use of them. Employees who regularly use video display terminals shall be required to attend training sessions and shall be required to abide by safety rules.

The Assistant Superintendent /Vice President, Human Resource Services, or the Manager of Human Resources and two (2) representatives selected by the CCE/AFT shall develop proposals for training sessions, and shall develop specific safety rules for the use of video display terminals. The rules shall include instructions on the proper use of such equipment, proper posture and appropriate stretching and other exercises.

Any video display terminal user may request to the Assistant Superintendent /Vice President, Human Resource Services, that the employee's video display terminal work station be analyzed for safety concerns. Such analysis will be completed within two weeks after receipt of the written request.

#### **B.P. CCE/AFT-22 PERSONNEL FILES**

- A. The District shall maintain personnel files of employees. The permanent personnel file of each employee shall be maintained in the Human Resource Services Office.
- B. 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.
- C. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- D. 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.
- E. Information of a derogatory nature, except information mentioned in the numbered phrases in paragraph B, shall not be filed in the permanent personnel file unless and until the employee is given written notice and an opportunity of ten ((10) days to review and prepare comments. An employee may prepare a written statement within ten (10) days which will be attached to the information of a derogatory nature. The review, but not the preparation of the comments to be attached, shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

## **B.P. CCE/AFT-23 GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "**grievance**" is a formal written allegation by a classified employee in the bargaining unit represented by the CCE/AFT who has been adversely affected by a violation of the specific Policies in this Handbook concerning his/her working conditions. Actions to challenge or change the Policies of the District as set forth in other Policies must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law or by rules of the employer are not within the scope of this procedure.
2. A "**grievant**" is an employee or the CCE/AFT on behalf of an employee as long as the employee attends any grievance conference.
3. A "**day**" is a day in which the administrative office of the District is open.
4. The "**immediate supervisor**" is the lowest level employee not in the bargaining unit having immediate jurisdiction over the grievant.

### **B. Informal Level**

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

### **C. Representation In The Grievance Procedure**

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

## D. Formal Procedure

### 1. Step One

- a. 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 developed by the District to the immediate supervisor.
- b. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, under B above, and the specific remedy sought.
- c. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.
- d. Within the above time limits, either party may request a personal conference with the other party.

### 2. Step Two

- a. 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) days.
- b. 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.
- c. The Assistant Superintendent/Vice President, Human Resource Services, or designee shall communicate a decision within fifteen (15) 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.

3. Step Three

- a. 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) days.
- b. The statement of the appeal shall include a copy of the original grievance, decisions previously rendered, and a clear, concise statement of all of the reasons for the appeal.
- c. The Superintendent/President or designee shall communicate a decision within fifteen (15) 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.

4. Step Four

- a. In the event that the grievant is not satisfied with the decision at Step 3, he/she may request to the Board that the grievance be submitted to the Board. Such request must be in writing, filed within ten (10) days with the Board President.
- b. The Board may or may not schedule a conference. The decision of the Board shall be final.

**E. Miscellaneous**

Grievances will be filed and processed on forms developed by the District.

**B.P. CCE/AFT-24 RESIGNATION**

- A. An employee shall resign in writing, 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.
- B. The Superintendent/President or designee shall be authorized by the Board to officially accept the resignation of any employee. The resignation of the employee shall be final and effective at the time of receipt by the Superintendent/President or designee. An employee, however, may withdraw a resignation within forty-eight (48) hours (exclusive of Saturdays, Sundays and holidays) after submitting it upon a showing of good cause. An employee seeking to withdraw 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 shall be granted upon a showing of good cause.

- C. The Superintendent/President or designee may require an employee to use all or some accumulated vacation prior to the effective date of the resignation.

## **B.P. CCE/AFT-25 RETIREMENT BENEFITS FOR RETIREES AND EARLY RETIREMENT**

Health insurance as used in this document means medical and hospital insurance as currently provided by the District.

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

### **Group I**

Full-time employees hired prior to March 1, 1994 working at least 10 months/year who retire at age 50 or above and who have been continuously employed at Palomar College for 20 or more years will receive the same fully employer-paid lifetime health benefits as provided to active employees and eligible dependents for the life of the retiree.

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

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

### **Options:**

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

- A. At any time after retirement, the retiree may switch to one of the following health plans. Once made, this decision is irrevocable.
1. If the retiree is eligible for 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.

2. If the retiree is not eligible for Parts A and B of Medicare, the District will provide payment for health insurance, not to exceed 50% of the annual super composite rate.
- B. At any time after retirement, 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.
  - C. 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.

## **Group II**

Full-time employees working at least 10 months/year

- a) hired prior to March 1, 1994 who retire at age 50 or above and have been continuously employed at Palomar College for 10 years, but less than 20 years,
- OR
- b) hired on or after March 1, 1994 who retire at age 50 or above and who have been continuously employed at Palomar College for 10 years or more

will receive the same fully employer-paid health benefits as provided to active employees and eligible dependents until the retiree has reached the age of 65. The spouse of the retiree at the time of retirement will receive the same fully employer-paid health benefits as provided to active employees and eligible dependents until the spouse 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 the policy until the death of the retiree. Retirees may not add spouse or dependents to the coverage after retirement. (GB minutes 2/22/94)

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

### **Options:**

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



At any time before age 64,

- A. 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.
- B. 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.

### **Group III**

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

#### **B.P. CCE/AFT-26 IN-SERVICE TRAINING**

Employees may be required by the District to participate in in-service training appropriate to their duties and responsibilities. The District will assume all the cost of said training.

#### **B.P. CCE/AFT-27 INSTITUTIONAL DEVELOPMENT REASSIGNMENT**

Classified employees may apply to be temporarily reassigned to work on institutional development projects established within the discretion of the District. Such temporary reassignments and any salary adjustments shall be implemented consistent with other Board Policies applicable to classified employees regarding any other temporary out-of-classification reassignment.

#### **B.P. CCE/AFT-28 PROFESSIONAL GROWTH PROGRAM**

##### **I. PURPOSE**

To provide each employee an opportunity to improve job skills or choose an alternate career path through the Professional Growth Program.

## II. ELIGIBILITY

Only **permanent** employees are eligible to begin Professional Growth plans. **Probationary** employees may be eligible for release time if requested by their departments; however, no Professional Growth points will be earned.

## III. ENROLLMENT

- a. **Notices** are sent to all eligible employees in time to enroll in the Professional Growth program for the fall, spring, and summer sessions.
- b. Employees must attend at least one **Professional Growth Training Workshop** before submitting program for approval.
- c. Professional growth plans **must be job-related or part of a specific career plan**. The benefits of the plan to the District and to the employee must be identified by the employee before the plan can be approved.
- d. **Transcripts** must be submitted along with the Declaration of Intent.
- e. Programs must be **submitted in writing** by completing all required forms.
- f. The **deadline for submission to Human Resources** is stated in the general notice, usually about one week prior to registration for the fall, spring, or summer sessions. It is recommended to list alternate courses in the event some aren't available. ALL classes require prior approval.
- g. The Professional Growth Committee will notify the employee in writing of the **Committee's decision** regarding the program submitted.
- h. 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 program #2, they must submit a new plan to the Committee for approval.

## IV. GUIDELINES

- a. 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** 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 departments. The Assistant Superintendent/Vice President, Human Resource Services, must approve all such requests.

- b. Credit may be earned for **seminars and workshops attended during release time** which will improve the level of job performance or skill, **provided the employee pays any expenses incurred.** Advance written approval is required. No credit is earned for workshops, conferences, or classes paid by the District.
- c. Credit may be earned for **courses, seminars, and workshops** that are job-related, part of a career plan, or that would benefit the District. Workshops sponsored by or offered by the CCE/AFT or their state or national affiliate are included.
- d. No credit is earned for **personal enrichment** courses, workshops, and/or seminars.
- e. **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 while on a paid educational leave;
  - courses taken at levels below or equal to previous successfully completed course work unless justification is approved by the committee;
  - courses paid for by the District.
- f. Professional growth credit may be granted for **credit by examination** only if that course is a requirement for the degree/certificate program being pursued.
- g. A **course may be repeated** for Professional Growth credit if the college catalog allows repetition of that course for credit.
- h. **Regional Occupational Program (ROP) courses** may be taken as part of a Professional Growth Plan, provided that they are job-related and/or part of a stated career path. Points will be awarded according to whether the courses are taken for college credit or as non-credit courses. Payment is not required for non-credit ROP courses to earn Professional Growth points.
- i. A **grade of "C" or better** must be earned. If letter grades are not given for a course, a letter of satisfactory completion, duly signed by the instructor, is required.

- j. Attendance at **conventions**, 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 is required. (A copy of the convention program, registration verification, and a report on the convention must be submitted to the Professional Growth Committee following attendance at such conventions or meetings.)
- k. **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 plan, and/or benefit the District. Released time to attend approved professional organization conventions may be counted for Professional Growth credit.
- l. Employees seeking professional growth credit for participation in **professional organizations, committees, and/or associations** must provide verification of their participation. Points for active participation are limited to no more than one point per year.
- m. **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 .50 per year per committee.
- n. Employees who elect the **one-time \$2000 lump sum stipend must wait three years** before beginning another Professional Growth Plan. There is no waiting period between programs when employees elect the \$500 annual stipend.

## V. POINT SYSTEM

- a. 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
  - Community College Exchange Program
  - The same number of points will be granted for credit courses whether they are taken in a classroom, by educational television, or online.

b. **Point Structure**

- 1) 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.
- 2) No more than ten (10) points can be completed 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.
- 3) The same number of points will be granted for credit courses whether they are taken in a classroom, by educational television, or online.
- 4) 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. (A report on the workshop or seminar, including hours spent and assessment of the program, must be filed on the Professional Growth form for each workshop completed.)

5)	<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

6)	<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.)

- 7) Professional Organizations  
No more than one point per year (see IV.k. and IV.l.)
- 8) Governance Committees/Task Forces  
.50 per year per committee (see IV.m.)
- 9) Community College Exchange Program  
One point for each two (2) working months of participation up to a maximum of six (6) points.

## **VI. 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 paperwork may be filled out and submitted along with a copy of the flyer attached, to Human Resources so that it can be date stamped. This must be done before the workshop takes place. The committee will then review the request at the next regularly scheduled Professional Growth meeting.

## **VII. COMPLETION PROCEDURE**

It is the responsibility of the classified employee to apply for Professional Growth credit and to verify completion of the program no later than February 15, July 15, or September 15 of the semester following program completion.

Full-time permanent employees, as well as part-time permanent employees, apply for the stipend when 20 Professional Growth points have been accumulated. Notice of Completion form and supporting documentation shall be submitted to Human Resource Services. Supporting documentation consists of grade cards, transcripts, certificates, or in the case of non-credit courses, a statement of completion by the instructor verifying course completion.

## **VIII. STIPENDS**

- a. Eligible employees may earn a total of five (5) stipends during the course of their employment. Employees with more than five (5) stipends who are enrolled in an approved Professional Growth program prior to July 1, 1994 will be allowed to complete the program and receive the stipend if the program is completed successfully within the time allowed. Employees who currently have more than five (5) stipends will continue to receive all stipends but are not eligible to earn additional stipends.
- b. Full-time permanent employees, as well as part-time permanent employees, have the option to receive an annual stipend of \$500 in prorated monthly payments or to receive a one-time lump sum stipend of \$2000. Annual and lump sum stipends may be combined up to a total of five (5) stipends. The selection of an option is irrevocable.
- c. Employees who elect the one-time \$2000 lump sum stipend must wait three (3) years before beginning another Professional Growth program. There is no waiting period between programs when employees elect the \$500 annual stipend.

- d. The Professional Growth Committee Secretary (Human Resource Services) evaluates the employee's Notice of Completion and recommends the earned stipend to the Superintendent/ President.
- e. Stipends shall become effective when recommended by the Superintendent/ President and approved by the Governing Board. Recommendations are normally submitted to the Governing Board three times a year after the deadline for submission of September 15, February 15, and July 15. Stipends are retroactive to September 1, February 1, and July 1 of the semester in which they are approved.

**IX. COMMITTEE MEMBERSHIP**

- a. Committee members are appointed by the CCE/AFT. The Professional Growth Committee shall elect a chairperson.
- b. Committee members represent the following employee groups:

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

- c. If employee group representation quotas from the above groups cannot be met in a given term, committee members may be selected from another employee group.
- d. Committee members will serve for 3 years (staggered terms).
- e. Committee members must abstain from voting on own plan approval.
- f. The Administrative Assistant of the 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.

## **B.P. CCE/AFT-29 RELEASED TIME FOR UNION MEMBERS**

### **A. Executive Council**

The District shall grant the Executive Council of the CCE/AFT forty (40) hours reassigned time per week for Union business without loss of compensation. The allocation of the forty (40) hours per week among the Executive Council is at the discretion of the CCE/AFT. However, no member of the Executive Council shall receive more than fifty percent (50%) reassigned time. This released time shall not be used for any concerted refusal to work or any political activity nor can the unused hours be accumulated. CCE/AFT will designate in writing, at the beginning of each fiscal year, the members who will be reassigned and their percentage of reassigned time.

The District's reassigned time does not include any hourly backfill to Executive Council members' positions who may be allocated such time. Further, this reassigned time is not intended to provide any direct compensation to Executive Council members who may be allocated such time and whose position(s) is/are not backfilled with hourly employees.

The District will grant one (1) hour release time with no loss of compensation for a one-hour meeting per week for the Executive Council of the CCE/AFT (President, Vice President, Junior Vice President, Secretary, Treasurer, Senior Grievance Officer, and Junior Grievance Officer). The District will also grant (1) hour of release time per month for each of the three (3) Union Stewards to attend an Executive Council meeting. Unused time is not accumulated.

### **B. Negotiations Preparation**

The District shall grant one (1) hour of release time with no loss of compensation for each four (4) hours of scheduled negotiating sessions for the official negotiating team for the CCE/AFT.

### **C. CCE/AFT Training, Conferences, Conventions**

A total of ten (10) workdays of release time without loss of compensation will be granted to 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 ten (10) days per year. Application for this release time shall be made in advance to the Assistant Superintendent /Vice President, Human Resource Services, who shall grant the request if it is consistent with this Board Policy and does not cause a serious problem with the designated representative's position as an employee. All requests require the agreement and approval of the designated employee's supervisor.



### **B.P. CCE/AFT-30 EMERGENCY**

The Board may suspend any Policy or provision of any Policy in the event of an emergency. An emergency is defined as an earthquake, flood, tornado, hurricane, 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.

### **B.P. CCE/AFT-31 SAVINGS POLICY**

Should any Policy or provision of any Policy be declared illegal by a court of competent jurisdiction, said Policy or provision shall be deleted from those Policies to the extent it violated the law. The remaining Policies and provisions shall remain in full force and effect if not affected by the deleted Policy or provision.

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