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The College Council of Classified Employees CFT/AFT Local #4522 (CCE)
Proposal to the
Palomar Community College District (District)
for
2023-2024 Successor Negotiations

February 6, 2024

ARTICLE 12 – COMPENSATION

12.1 Salary Schedule

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

For fiscal years 2023-2024 and 2024-2025, ~~the~~ full percentage of State-funded COLA, including any retroactive funds, will be applied to the salary schedule as soon as practicable. ~~Provided that if the District should receive less than the State-funded COLA, the District shall only be required to apply the amount of COLA actually received.~~

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

If the projected COLA for 2025-2026 is above three percent (3%), on or before April 1, 2025, in the event CCE and the District agree to meet and discuss the development and implementation of a comprehensive Resource Allocation Formula (RAF) model effective on or after July 1, ~~2025~~, CCE/AFT bargaining unit members shall be covered by the RAF.

12.2 Initial Placement

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

employees above Step One.

12.3 Service Increments

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

12.4 Reappointments

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

12.5 Overtime

Overtime shall be compensated in accordance with the provisions of Article 11.8 – Overtime. Overtime is worked only with prior approval of the immediate supervisor. **The District shall make reasonable effort to distribute overtime equitably among qualified employees. All qualified bargaining unit members shall be given equitable opportunity for an overtime assignment.**

12.6 Promotion, Transfer, and Demotion

12.6.1 Promotion

When an employee is promoted to a position in a classification in a higher salary range, the salary shall at a minimum be adjusted to Step 1 of the new classification provided that there is at least a **65%** 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 **65%** increase. Promotional salary increases above **65%** may be made within the discretion of the District based on experience, length of service, skills, increase in level of responsibility and internal equity.

12.6.2 Transfer

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

12.6.3 Demotion

12.6.3.1 Employee-Initiated Demotions

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

12.6.3.2 District-Initiated Demotions

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

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

12.6.4 Service Increments

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

12.7 Working out of Class

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

12.7.1 100% Out of Class Assignment in a Specific Classification

12.7.1.1 Duration

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

12.7.1.2 Compensation

The salary shall at a minimum be assigned to a step on the new salary range which is the next higher dollar amount above the current salary that represents at least a ~~65%~~ 3% increase ~~or step at 65% or more of the out of class grade, whichever is greater.~~ If the employee retains the out-of-class assignment at the beginning of a new fiscal year, the employee shall receive a salary step increase.

12.7.1.3 Assignment

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

12.7.1.4 Pensionable Compensation

For employees who are not performing any of their prior duties in their new out-of-class assignment, their entire compensation will be reported as pensionable

12.7.2 Expanded Higher Level Duties Outside of Current Classification

12.7.2.1 Duration

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

12.7.2.2 Compensation

The salary adjustment shall be commensurate with the additional duties that are assigned. The minimum salary adjustment will be at least ~~3%~~ 65% above the salary earned by the employee in his/her current classification.

12.7.2.3 Assignment

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

12.7.2.4 Non-Pensionable Compensation

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

12.8 Call-In and Call-Back Pay

12.8.1 Call-In Pay

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

pay at the appropriate rate of pay.

12.8.2 Call-Back Pay

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

12.9 Medical Examinations

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

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

12.10 Differential Pay

Any employee who is required to work between 6 pm and 10 pm as part of the employee's regularly scheduled work hours shall receive differential pay of 53%.

Any employee who is required to work between 10 pm and 6 am as part of the employee's regularly scheduled work hours shall receive differential pay of 86%.

12.11 Bilingual Stipend

Any employee who is required to be bilingual as part of the job description or who is specifically designated in writing by the District to serve as a bilingual interpreter shall receive a monthly stipend of ~~\$100.00~~ \$50.00.

12.12 Doctoral Stipend

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

submit official transcripts to Human Resources to receive the stipend.

12.13 Salary Checks and Deductions

12.13.1 Paychecks

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

The District shall maintain a payroll automatic deposit system which allows an employee the option of direct deposit of the employee's payroll check into a financial institution of the employee's choice. The District shall continue to provide a payroll automatic deposit system as long as it is operationally feasible and requires no additional cost to the District.

12.13.2 Payroll Errors

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

12.13.3 Overpayment of Pay and Allowances

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

12.13.4 Payroll Adjustments

Any payroll adjustment due an employee, including, but not limited to, vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid

by regular payroll check following the payroll adjustment. The District will make every effort to ensure the adjustment is included in the regular payroll immediately following the circumstances requiring payroll adjustment.

Article 12 - Compensation TA

Final Audit Report

2024-02-07

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