

  
Anel Gonzalez (Feb 28, 2024 11:17 PST)

  
Joseph Sanchez (Feb 28, 2024 10:02 PST)

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

February 22, 2024

**ARTICLE 4 - AGREEMENT CONDITIONS**

4.1 Term and Effect

4.1.1 Term

This Agreement shall be in effect from July 1<sup>st</sup>, 20~~23~~<sup>20</sup> and shall remain in effect until June 30<sup>th</sup>, 20~~25~~<sup>23</sup>.

4.1.2 Effect and Savings Clause

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

4.2 Complete Agreement

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

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

Both parties acknowledge that all contract language shall be enforced until a change is negotiated through a procedure provided in this contract or by law. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and

4.3 Limited Reopeners

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

4.4 Replacement of Severed Provisions

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

~~4.5 Commencement of Successor Negotiations~~

~~The parties agree to commence successor negotiations no later than January 31, 2025 and will endeavor to complete and/or exhaust bargaining no later than June 30, 2025.~~

~~4.5 Health and Welfare Benefits And Layoffs During Life of Agreement~~

~~During the life of this agreement, the District shall cover the costs for the lowest paid Health Maintenance Organization (“HMO”) for the current medical plans offered for all eligible employees as specified in Article 13.1. Also, during the life of this agreement, the District shall not exercise its managerial and CBA right to layoff any permanent general funded bargaining unit member.~~

# CCE ARTICLE 4 - AGREEMENT CONDITIONS TA

Final Audit Report

2024-02-28

Created:	2024-02-28
By:	Maria Zapien Rangel (mzapienrangel@palomar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwOkHolOBT0tcuNHE_cPv0DGq5hMr6LD

## "CCE ARTICLE 4 - AGREEMENT CONDITIONS TA" History

-  Document created by Maria Zapien Rangel (mzapienrangel@palomar.edu)  
2024-02-28 - 5:46:02 PM GMT- IP address: 205.153.156.222
-  Document emailed to Anel Gonzalez (agonzalez@palomar.edu) for signature  
2024-02-28 - 5:46:46 PM GMT
-  Document emailed to joseph.sanchez@bbklaw.com for signature  
2024-02-28 - 5:46:46 PM GMT
-  Email viewed by joseph.sanchez@bbklaw.com  
2024-02-28 - 5:59:38 PM GMT- IP address: 172.226.7.28
-  Signer joseph.sanchez@bbklaw.com entered name at signing as Joseph Sanchez  
2024-02-28 - 6:02:21 PM GMT- IP address: 74.116.243.2
-  Document e-signed by Joseph Sanchez (joseph.sanchez@bbklaw.com)  
Signature Date: 2024-02-28 - 6:02:23 PM GMT - Time Source: server- IP address: 74.116.243.2
-  Email viewed by Anel Gonzalez (agonzalez@palomar.edu)  
2024-02-28 - 7:17:34 PM GMT- IP address: 205.153.156.222
-  Document e-signed by Anel Gonzalez (agonzalez@palomar.edu)  
Signature Date: 2024-02-28 - 7:17:48 PM GMT - Time Source: server- IP address: 205.153.156.222
-  Agreement completed.  
2024-02-28 - 7:17:48 PM GMT