

**ASSOCIATION
OF
CONFIDENTIAL EMPLOYEES**

HANDBOOK

JULY 1, 2008 – JUNE 30, 2011

WITH

SAN DIEGO COMMUNITY COLLEGE DISTRICT

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The provisions of the *July 1, 2008* through *June 30, 2011* Handbook for the Association of Confidential Employees are hereby approved.

Rich Grosch, President
Board of Trustees
San Diego Community College District

Date: _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT

CONFIDENTIAL EMPLOYEES HANDBOOK

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CHAPTER I

EMPLOYEE STATUS

- 1.1 All employees designated as "Confidential" by the San Diego Community College District shall be covered by the provisions of this handbook.
- 1.2 New employees with the District are considered probationary employees until they have satisfactorily completed one (1) calendar year of service, twelve (12) months from the date of initial assignment, at which time they become permanent.
- 1.3 When a job classification is to be added or deleted from the Association of Confidential Employees, the District will provide written notification to the Association representatives for communication purposes only.
- 1.4 Employment procedures, which are developed by Human Resources, the Chancellor and the Board, shall be published and disseminated to the Association of Confidential Employees. Association representatives shall be notified, and input sought, prior to modification of employment procedures.

CHAPTER II

EMPLOYEE RIGHTS

2.1 Personnel Files

- 2.1.1 One (1) personnel file of each employee shall be maintained at the District's central personnel office. No reprisal of any kind shall be taken against an employee based upon materials which are not in the personnel file in the central personnel office.
- 2.1.2 An employee shall have the right at any time, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file placed in the file after January 1, 1973.
- 2.1.3 All personnel files shall be kept in confidence and shall be available for inspection only to authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or supervision of the employee.
- 2.1.4 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement and a copy shall be sent to the employee.
- 2.1.5 Material derogatory to an employee's conduct, service, character, or personality shall not be entered in an employee's personnel file unless and until the employee and his/her immediate supervisor is given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The employee shall be given a copy of the material, shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents. The employee's review of and response to such derogatory material shall take place during normal working hours, and the employee shall be released from duty for this purpose, if necessary, without loss of pay.
- 2.1.6 Upon the request of the employee, all derogatory materials, after remaining in the official personnel file for a period of two (2) years, shall be placed in a separate sealed envelope which shall be retained in the employee's official personnel file.

CHAPTER III

WORKWEEK AND HOURS OF WORK

3.1 Workday

Workday is defined as: Hours of work assigned to the position by the District. The workday is typically eight (8) hours within a twenty-four (24) hour period, but may be extended, reduced, or split by the action of the District.

3.2 Workweek

Workweek is defined as: Forty (40) hours of work during any five (5) consecutive days. The five (5) consecutive days may begin on any day of the week.

3.2.1 Four-Ten Workweek

A modified workweek consisting of four (4) consecutive days Monday through Friday of ten (10) hours per day and forty (40) hours per week may be scheduled by management if it would be to the benefit of the District or the employee.

3.2.2 Nine-day, Eight Hour Schedule (9/80 Schedule)

A modified two (2) week work period consisting of one (1) workday off and nine (9) days of work, eight (8) of which shall be nine- (9) hour days and one (1) of which shall be an eight- (8) hour day may be scheduled by management. The workweek shall begin at noon on a specified day of the week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

3.3 Flexible Schedules

At the option of the District, regular workdays in excess of eight (8) hours may be scheduled. Overtime shall not be earned except when the regular workday hours are exceeded.

3.4 Part-Time Assignments

3.4.1 Employees who are required to work one-quarter (1/4) hour or more beyond their regular assignment shall be compensated for all extra time worked.

3.4.2 When a part-time assignment is increased, the incumbent shall have the first opportunity to accept the additional assignment.

CHAPTER III - WORKWEEK AND HOURS OF WORK (continued)

3.5 Lunch Period

Employees shall be permitted a minimum of one-half (1/2) hour, unpaid, duty-free lunch period at the approximate midpoint of their shift.

3.6 Rest Periods

Employees shall be permitted two (2) paid, fifteen (15) minute rest breaks; one (1) during the first half of the workday, and one (1) during the second half of the workday. Breaks may not be combined nor used to shorten the workday.

3.7 Rest Facilities

The District shall make available at each campus, continuing education center, and at the District Office, a lounge, lunchroom, rest room, and lavatory facilities for Confidential employee use.

3.8 Overtime

3.8.1 For the purpose of computing overtime, only hours paid in excess of forty (40) hours in any workweek shall be considered. At the option of the District, overtime compensation may be in the form of compensatory time off. Compensatory time off must be taken within sixty (60) days of the time worked; otherwise, the employee shall be paid cash for the time worked.

3.8.2 Time and one-half (1-1/2) will be paid for hours worked in excess of the workweek as defined above.

3.8.3 An employee who is required to work on a District-recognized holiday shall be compensated at two and one-half (2-1/2) times his/her regular rate of pay.

3.8.4 An employee who is required to work on a District-recognized holiday shall be guaranteed a minimum four (4) hours work.

3.8.5 An employee who is called back or called in to work shall be guaranteed two and one-half (2-1/2) hours work, which includes thirty (30) minutes travel time, and shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay for hours in excess of his/her regular daily work schedule.

CHAPTER III - WORKWEEK AND HOURS OF WORK (continued)

3.9 Temporary Additional Assignment

3.9.1 An employee may volunteer to work temporarily in another work assignment on an hourly basis at the hourly rate of pay for that position in addition to his/her regular work assignment. This shall not be defined as overtime.

3.9.2 Should overtime be warranted in any unit position, the employee in the position shall be given the first opportunity to work the additional hours.

3.10 Hours Worked

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

3.11 Notice of Change in Workday or Workweek Hours

Notification of any change of hours in an employee's workday or in the length of the workweek of a regular and continuing nature in excess of fifteen (15) days shall be in writing to the employee. Such notification shall be received by the employee ten (10) days in advance of such change.

3.12 Adjusted Workday

3.12.1 At the discretion of the first-level supervisor not in the unit, the workday may be adjusted to accommodate Confidential employees to attend approved courses for staff development.

3.12.2 Any adjustment in the workday for the purpose of staff development shall not be deemed as overtime.

CHAPTER IV

TRANSFERS, PROMOTIONS, AND SENIORITY

4.1 Voluntary Transfers

Employees desiring to transfer to another position of equal or lower level within the same job family shall submit a transfer request to Human Resources. Employees will be notified in writing regarding all available positions within the Confidential Unit. Selection committees shall consider transfer requests prior to considering applicants from an open list.

4.2 Administrative Transfer

Transfers of employees on a temporary or permanent basis may be initiated by the District at any time such transfer is necessary to meet the needs of the District. An employee permanently transferred shall be given written notice at least five (5) working days before the transfer is made. A District manager/supervisor shall meet with the employee and explain the reason(s) for such action.

4.3 All Transfers and Promotions

4.3.1 When an employee is selected for a position and there is an established eligibility list for the job classification being vacated, the employee shall be released from his/her current position and assigned to the new position within eleven (11) working days of receipt of the Personnel Assignment Status Sheet by the Human Resources office.

4.3.2 If no eligibility list exists for the job classification being vacated, the employee shall be released from his/her current position and assigned to the new position within twenty-one (21) working days of receipt of the Personnel Assignment Status Sheet by the Human Resources office.

4.3.3 Employees promoted to Confidential positions attain permanency in the new classification upon the completion of six (6) months of satisfactory service.

4.4 Seniority

4.4.1 Seniority is based on length of continued service in paid monthly status that the employee has with the District. In addition, seniority shall be cumulative during absences due to illnesses, layoffs, or leaves of absence as long as such seniority is not terminated in accordance with other provisions of this handbook.

CHAPTER IV - TRANSFERS, PROMOTIONS, AND SENIORITY (continued)

4.4.1 (continued)

An employee granted a Leave of Absence for Health, Professional Study, Military Service, or Service in Other Public Agencies, shall continue to receive seniority credit for purposes of reemployment and retention in case of possible layoff. The employee, at the expiration of such leave, shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill; or, the employee may request a position in a lower grade.

4.4.2 Employees shall carry their full seniority back to the date of the beginning as a regular part-time employee when they move into a regular full-time position.

4.5 Order of Layoff

Any layoff shall be affected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class, plus higher classes, shall be laid off first.

4.6 Seniority Shall Be Broken for Any of the Following Reasons:

- An employee resigns or quits.
- An employee is discharged for just cause.
- An employee is laid off for a period longer than thirty-nine (39) consecutive months.
- An employee, after being laid off, fails within fifteen (15) calendar days to agree in writing to return to work, and fails to return to work within thirty (30) calendar days after being notified by certified mail by the District.

4.7 Bumping Rights

When it becomes necessary to reduce the work force in any classification, classification seniority shall prevail. Seniority shall also be granted by employee status; that is, restricted status employees shall be reduced first; then, probationary employees; and finally, permanent employees within the classification. In the case of layoff in any classification, the employee so laid off, in accordance with his/her classification seniority, may bump any employee with less classification seniority.

CHAPTER IV - TRANSFERS, PROMOTIONS, AND SENIORITY (continued)

4.8 Rehire

When the District rehires any employee in any job family classification, employees on layoff from said job family classification shall be rehired in reverse order in which they were laid off.

4.9 Employee Notification to the District

4.9.1 Employees are responsible for notifying the District Employment Office of any changes of address in order to assure that they will receive timely employment offers. Such offers will be sent to the last known address by certified mail.

4.9.2 An employee who is offered reemployment with the District shall have three (3) days to accept or reject the offer. Upon acceptance of reemployment, the employee shall have thirty (30) days to report to work.

4.9.3 An employee need not accept the reemployment offer to maintain eligibility on the reemployment list, provided that the employee notifies the District of the refusal of reemployment within three (3) days of receipt of the reemployment notice.

4.10 Impact/Effects of Layoff

4.10.1 Laid-off employees shall continue to receive District-paid medical benefits for ninety (90) days beyond the end of the month in which the layoff is effective.

4.10.2 Employees subject to layoff shall be authorized to use up to seven (7) days of Personal Necessity Leave prior to the effective date of the layoff in order to seek outside employment.

4.10.3 The District shall utilize laid-off employees for hourly work to the extent that such employees are available for hourly employment. Such employees interested in hourly work must file a letter to that effect.

4.10.4 In the event a layoff has the impact of increasing/changing an employee's assignment/workload, the following shall apply: In the case of a change in assignment causing an employee to perform duties not in his/her current classification, the employee may utilize the provisions of Chapter V – Reassignment of an Employee as a Result of Reclassification or Reorganization.

CHAPTER V

REASSIGNMENT OF AN EMPLOYEE AS A RESULT OF RECLASSIFICATION OR REORGANIZATION

- 5.1 When a permanent Confidential employee is reassigned to a position in a lower class, resulting from reclassification, reorganization, or demoted in lieu of layoff, that employee shall receive no salary reduction; but, the salary will not be increased until that employee is entitled to a higher salary in the new classification or range.
- 5.2 If a permanent Confidential employee is so reassigned, he/she will automatically be considered and be on the final list of those interviewed for a position in the employee's previous classification.
- 5.3 If a permanent Confidential employee is dismissed by the District for reasons other than cause, that employee shall be given 30 days prior notice of such action.
- 5.4 The Board-approved procedures for Classification Review shall be followed by the Confidential employees.

CHAPTER VI

EVALUATION

6.1 Probationary and Restricted Employees

- 6.1.1 The immediate supervisor shall prepare a formal evaluation (see Appendix C) for probationary employees prior to the end of the fifth (5th) month of service and prior to the completion of the tenth (10th) month of service.
- 6.1.2 Promotional or reclassified employees shall be evaluated by their immediate supervisors prior to the end of the fifth (5th) month after promotion or reclassification.
- 6.1.3 A conference shall be held to discuss the results of the evaluation. A copy of the evaluation shall be given to the employee and the supervisor shall retain the original. The evaluation of the probationary or restricted employee shall not be subject to the grievance process.

6.2 Permanent Employees

- 6.2.1 Evaluations will be completed every two (2) years in July for all permanent Confidential employees.

CHAPTER VII

PAY AND ALLOWANCES

7.1 Pay Warrants

All regular paychecks of employees in the Confidential Unit shall be itemized to include all deductions, overtime, holiday pay, additional wage benefits, differentials, longevity, year-to-date gross earnings, and show sick leave and vacation accrued to close of the payroll reporting period.

7.2 Method of Payment

Employees shall receive pay warrants on the last working day of each month.

7.3 Payroll Errors

Any payroll error resulting in insufficient payment for an employee in the Confidential Unit shall be corrected, and a supplemental check issued, not later than three (3) working days after the employee provides notice to the Payroll Department.

7.4 Special Payments

Any payroll adjustment due an employee in the Confidential Unit as a result of working out-of-class, recomputation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than the tenth (10th) day following the end of that monthly period.

7.5 Lost Checks

Any paycheck for an employee in the Confidential Unit which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced not later than three (3) additional working days following the employee's demand of the Payroll Department for replacement of the check.

7.6 Pay Increases

The District shall make a lump-sum payment of an agreed-upon retroactive wage increase resulting from this handbook or any amendments thereto within a reasonable time from the date of this handbook between the District and the Confidential employees.

CHAPTER VII - PAY AND ALLOWANCES (continued)

7.7 Promotion

Any employee in the Confidential Unit receiving a promotion under the provisions of this handbook shall be moved to the appropriate range and step of the new class to ensure approximately five percent (5%) increase as a result of that promotion; except, that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

7.8 Shift Differential Compensation

7.8.1 Any employee assigned to work a shift of three (3) hours or more after 5:00 p.m., and not eligible for any other shift differential, shall be entitled to a one percent (1%) salary differential for each regularly scheduled day with the work week to a maximum of seven and a half percent (7.5%).

7.8.2 Any employee assigned a regular and continuing schedule (at least four [4] work days per week) to work a shift of two (2) hours or more before 8:00 a.m. and not eligible for any other shift differential, shall be entitled to a two percent (2%) salary differential.

7.8.3 Any employee assigned to work a regular, continuing shift (at least four [4] days per week) of eight (8) hours per day, in which one half (1/2) or more of the shift is worked between 10:00 p.m. and 4:00 a.m. shall be entitled to shift differential pay as defined in Section 7.8.1 above and also shall have one-half (1/2) hour lunch break included within the eight (8) hour shift.

7.8.4 Employees covered by this Handbook who are transferred to a non-shift assignment for ten (10) working days or less in any pay period shall continue to receive shift differential pay for that period.

7.9 Out-of-Class Assignment

Employees who are temporarily assigned duties not consistent with their classification shall receive a pay additive if the assignment is five (5) days or greater in duration, and shall be effective the first day of such assignment. In cases where the assignment is not reasonably consistent with the full range of duties of an existing higher classification, the principle of a five percent (5%) additive shall prevail and this additive amount shall be added to the employee's base pay. In cases where the assignment is reasonably consistent with the full range of duties of an existing higher classification, the additive amount when added to the employee's base pay shall equal the "A" step of the appropriate range, or the step the employee would be placed on if promoted to the classification, whichever is greater.

CHAPTER VII - PAY AND ALLOWANCES (continued)

7.9 Out-of-Class Assignment (continued)

In cases where the out-of-class assignment lasts more than three (3) months, the unit member shall receive a ten percent (10%) additive to their monthly gross salary. (Effective the beginning of the 4th month.)

In cases where the out-of-class assignment results from an unfilled position or as a result of a leave of absence, and the unit member performs fifty percent (50%) or more of the duties of the vacated position, the unit member shall be paid at a rate equivalent to having been promoted into the new classification following the promotional rules of section 7.7.

Any unit member absent for any reason from their out-of-class assignment in excess of twenty (20) work days shall have their out-of-class assignment ended. The out-of-class assignment shall resume upon the unit member's return to work provided the need for out-of-class work still exists.

7.10 Mileage

Any Confidential employee required to use his/her vehicle or public transportation on District business shall be reimbursed for all miles driven on behalf of the District. The mileage rate reimbursement shall be at the prevailing IRS rate per mile. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds within fifteen (15) days of receipt of the claim by the Accounting office.

7.11 Meals

Any Confidential employee who, as a result of work assignment, must have meals away from the District shall be reimbursed for the full cost of the meal, including a fifteen percent (15%) gratuity, not later than fifteen (15) working days after receipt of the claim by the Accounting office.

7.12 Lodging

Any Confidential employee who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses within fifteen (15) working days after receipt of the claim by the Accounting office.

CHAPTER VII - PAY AND ALLOWANCES (continued)

7.13 Service Increments

Employees shall be granted a one- (1) step salary increase on the first of the month which is concurrent with or immediately following the satisfactory completion of one (1) assignment year of service.

7.14 Educational Incentive Program for A - N Steps (Effective 1/1/08)

A regular monthly Confidential employee covered by this Handbook shall be granted a one- (1) step increase to the step on the first of the month which is immediately following the satisfactory completion and verification of twelve (12) semester units of credit from an accredited institution or from the District's Staff Development Program.

7.15 Tuition Reimbursement

Tuition reimbursement reinstated effective July 1, 2008, for courses taken January 1, 2008 or after.

Upon satisfactory completion of courses from an accredited institution or professional certification association, an employee shall be reimbursed for tuition, registration, fees and books. The total amount shall not exceed five hundred dollars (\$500) per employee per fiscal year with a cap of one thousand five hundred dollars (\$1,500) on the total unit. Any funds remaining at the end of the fiscal year may be distributed equally to employees who submitted costs in excess of five hundred dollars (\$500).

7.16 Salary

The salary paid Confidential employees shall be in accordance with Appendix A-1.

7.17 RAF Economic Improvements Implementation Dates and Off-Schedule Payments

7.17.1 During normal budget years, when the State budget is finalized with certainty during or prior to the fall semester, on-schedule increases will take effect on January 1st and off-schedule payments will be made on January 31st for contract employees.

CHAPTER VII - PAY AND ALLOWANCES (continued)

7.17.2 *In years with budget uncertainty, such as during the 2008-09 fiscal year, RAF funds will be withheld until the P-1 is received, and/or until there is reasonable certainty that the RAF funds will be received, but no later than April 1st of each year. Once the determination related to RAF funds is made, the on-schedule changes will go into effect the first of the following month, and the off-schedule payments will be for the number of preceding months since July 1st. For example, if the final RAF allocation determination is made during March, the on-schedule changes would be effective April 1st, and the off-schedule payments would be for nine (9) months (July – March) at the RAF maximum on-schedule rate.*

7.17.3 *To qualify for off-schedule payments, employees must have been in a paid status after July 1st of the current RAF year. Employees who qualify for off-schedule payments will receive off-schedule payments based on their total salary related earnings from July 1 through the months covered by the off-schedule payments.*

CHAPTER VIII

SICK LEAVE AND PERSONAL NECESSITY LEAVE

8.1 Sick Leave

8.1.1 Eligibility

Sick Leave benefits shall be available to all monthly employees covered by this handbook. New employees shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she is entitled, until the first day of the calendar month after completion of six (6) months of active service. Any time taken as Sick Leave which, upon termination, does not have a sufficient accumulation from which to draw, shall be recovered from the employee. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/ California Family Rights Act (CFRA) leave shall run concurrently with leave provided under Chapter XII.

8.1.2 Application For Benefits

An employee shall be required to report an absence of any duration to either the immediate supervisor or a designee. All requests for leave shall be in writing upon the appropriate form prescribed and provided by the District, and shall be filed with the immediate supervisor for each separate pay-reporting period. Upon return, the employee must file within ten (10) calendar days a completed form covering any leave taken which was not included in any previous applications. Physician's signature may be required on the prescribed form for leaves of any duration and must be included on any leave over five (5) workdays. Three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, employees must provide a written clearance of the attending physician indicating recovery, and fitness to resume a full range of normal duties as determined by management.

8.1.3 Authorized Uses

Absence from duty because of illness, injury, exposure to contagious disease, disability due to pregnancy, or absence to care for the employee's sick child, parent, spouse, or domestic partner (as confidentially certified through the District Benefits Office) shall constitute proper uses of Sick Leave. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

CHAPTER VIII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (continued)

8.1.3.1 Family Necessity Leave

Only forty-eight (48) hours of accrued sick leave may be used in a calendar year for absence to care for the employee's sick child, parent, spouse or domestic partner. Employees employed less than full-time may use a proportionate amount of the full-time allocation (based on the unit member's assignment) for this purpose.

8.1.4 Sick Leave Allowance

Monthly employees with a full-time assignment shall accrue Sick Leave at the rate of eight (8) hours per month, beginning with the first (1st) month in which fifteen (15) calendar days were served in the employment of the District. The accrual shall be proportional for assignments other than full-time. Unused full-time Sick Leave shall accrue without limitation.

A permanent employee who resigns and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused Sick Leave credits restored.

8.1.5 Half-Salary Sick Leave

Employees shall be eligible for up to one hundred (100) half-salary sick leave days in addition to any full-salary sick leave accrued. The total of both full- and half-salary sick leave shall not exceed one hundred (100) workdays plus the current year's entitlement. Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted.

When an employee is on half-salary sick leave at the end of a fiscal year, he/she shall be placed on full-salary sick leave to the limit of the new year's entitlement from the previous year and then be returned to half-salary status until the remaining half-salary sick leave entitlement is exhausted.

When the employee has been medically cleared and has returned to work for one day, a new half-salary leave allowance will be established for the new fiscal year.

8.1.6 Transfer of Accumulated, Full-Salary Sick Leave

A classified employee who previously worked for another California school district or County Superintendent of Schools shall have his/her previous Sick Leave balance transferred to the San Diego Community College District, providing each of the following conditions are met:

CHAPTER VIII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (continued)

- a. Previous District employment was for a period of one (1) calendar year or more;
- b. Termination of employment with the previous District was for reasons other than action for cause initiated by the employer; and
- c. Employment with the San Diego Community College District is accepted within one (1) year of termination from the other district.

8.1.7 Extenuating Circumstances and Special Conditions

8.1.7.1 Quarantines

Employees who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

8.1.7.2 Illness Preceding Death

In the event of the death of an employee while absent because of illness, application for Sick Leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

NOTE: Only that period of illness immediately prior to and including the day of death of an employee is claimable as a Sick Leave benefit by the estate.

8.1.7.3 Sickness While On Duty

Employees who report for duty in the morning and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

8.1.7.4 Work While Convalescing

During an illness or while convalescing, an employee may not work part of a day and collect Sick Leave benefits for the remainder of the day. (This does not apply to the first day of an illness.)

CHAPTER VIII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (continued)

8.1.7.5 Service Credit for Retirement

Confidential employees whose effective date of retirement is within 120 days of the last day of service with the District shall be credited at retirement with service credit for each accumulated, unused, full-salary day of sick leave in accordance with state law in effect as of the unit member's effective date of retirement.

8.2 Personal Necessity Leave

8.2.1 A maximum of seven (7) days of accumulated, full-salary Sick Leave credit may be used for any of the following:

- a. Death or serious illness of a member of the immediate family. In the case of illness, there must be a need for the immediate presence of the employee;
- b. Accident involving the employee's person or property, or that of his/her immediate family;
- c. Appearance in court as a litigant, or as a witness under an official order.

8.2.2 Absences for Personal Necessity shall not be granted during a scheduled vacation or leave of absence unless documentation is provided.

8.2.3 Requests for Personal Necessity Leave shall be made orally to the immediate supervisor and, upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed. Verification may be required, including a signed statement by the employee and/or the attending physician.

8.3 Sick Leave Conversion

8.3.1 Full-time employees who have worked July 1 through June 30 of the previous year, and who have used two days (16 hours) or less sick leave during that period are eligible to request (by using the Vacation Request Form submitted to Payroll) that three days (24 hours) be converted from accumulated sick leave to vacation time. These three (3) days of vacation time shall be scheduled at a time mutually agreed upon by the employee and his/her supervisor during the following period August 1 through June 30 and if not used during that period shall again be converted to sick leave.

CHAPTER VIII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (continued)

8.4 Catastrophic Illness or Injury Leave

Unit members may be permitted to contribute up to a maximum of five (5) accumulated vacation days, or excess vacation days that have been converted to sick leave [a minimum of eight (8) hours and in one (1) hour increments thereafter] per fiscal year to any employee in the District who earns vacation leave and who otherwise meets the definition for receiving this category of leave. The parameters of the program are:

- a. The illness/injury of the employee must be serious (life threatening or expected to incapacitate the employee for an extended period of time) as verified by a physician. The District may require the employee who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;
- b. The contributions will be on an individual solicitation basis by ACE after the ill/injured employee makes the need known to the Director of Payroll, their President/Vice Chancellor, or unit representative;
- c. The ill/injured employee must have exhausted all accrued full-salary paid leave;
- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) work days may be utilized by the ill/injured employee per catastrophic illness/injury.
- f. Vacation days, including excess vacation days that have been converted to sick leave, donated will be paid at the salary level of the employee who receives such days.

CHAPTER IX

SHORT-TERM LEAVE OF ABSENCE

9.1 Eligibility

Short-Term Leaves of Absence may be granted to any monthly employee covered by this handbook. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) leave shall run concurrently with leave provided under Chapter XII.

9.2 Application For Benefits

Requests for Short-Term Leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the employee's supervisor and the college/division President/Vice Chancellor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

9.3 Authorized Leaves

Short-Term Leaves are those which include the following:

9.3.1 Personal Business Leave With Pay

Employees may be excused from duty with verbal permission from the supervisor for a period of not more than two (2) hours. Conditions of Personal Business Leave include, but are not limited to:

- a. Death or illness in immediate family (extension of bereavement leave).
- b. Extension of paternity/adoption leave in emergency cases.
- c. Unavoidable transportation delay.
- d. Private legal matters, including marriage and divorce.
- e. Attendance at graduation ceremonies (immediate family).
- f. Participation in college graduation ceremonies.
- g. Attendance, as officer or delegate, at religious, civic, or fraternal conventions.
- h. Funeral attendance.

CHAPTER IX - SHORT-TERM LEAVE OF ABSENCE (continued)

- i. Emergency child-care problem.
- j. Meeting spouse or seeing him/her off to overseas duty.
- k. Attendance at a wedding.
- l. Taking examinations.
- m. Voting in an election.
- n. Medical appointments.

9.3.2 Personal Business Leave Without Pay

Permission to be absent without pay for more than two (2) hours may be granted to an employee, not to exceed one (1) month, and in increments of not less than four (4) hours.

9.3.3 Paternity/Adoption Leave

Upon the birth of a child, or in order to make final arrangements to adopt a child, an employee, upon verbal request, shall be granted one (1) day of leave without loss of pay. Upon return to duty, the employee must submit the appropriate leave request form.

9.3.4 Bereavement Leave

9.3.4.1 Absence with pay for a period not to exceed five (5) work days shall be granted to an employee upon request, upon the death of a member of his/her immediate household or the employee's:

- child (or person raised by the unit member)
- spouse (or domestic partner)
- parent (or person who raised the unit member).

Up to (5) five additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes.

CHAPTER IX - SHORT-TERM LEAVE OF ABSENCE (continued)

9.3.4 Bereavement Leave (continued)

9.3.4.2 Absence with pay for a period not to exceed three (3) work days [five (5) work days if out of state travel is required] shall be granted upon request, upon the death of the employee's, or current spouse's or domestic partner's:

- stepmother or stepfather
- grandparent
- guardian or ward
- grandchild or stepchild
- brother or sister
- brother-in-law or sister-in-law
- son-in-law or daughter-in-law
- stepbrother or stepsister
- OR the current spouse's or domestic partner's: parent or child.

Up to (3) three additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes in this section (9.3.4.2).

9.3.4.3 Up to (3) three days of accumulated full salary sick leave may be used for bereavement purposes upon the death of the employee's:

- aunt
- uncle
- niece
- nephew
- divorced spouse or in-law.

9.3.4.4 Leave may be secured by verbal request, but requires submission of the appropriate leave request form upon return to duty. Supervisors may request validation which may be in the form of a memorial service announcement, published obituary, or other documentation. Supervisors may also request a statement validating that the employee raised, or was raised by the employee, if the family member was not the employee's parent or child.

9.3.4.5 An employee who while on vacation has a death in the immediate family may request that bereavement or sick leave as defined in sections 9.3.4.1 – 9.3.4.3 above and/or personal necessity leave be substituted for vacation.

CHAPTER IX - SHORT-TERM LEAVE OF ABSENCE (continued)

9.3.4 Bereavement Leave (continued)

9.3.4.6 Leave from sections 9.3.4.1 – 9.3.4.3 above may be taken up to twenty-one (21) days following the death but must be used consecutively. One day of leave may be taken after the twenty-one (21) days providing it was not used previously as a result of the same death.

9.3.5 Short-Term Military Leave

9.3.5.1 An employee shall be granted leave with pay for the purpose of undergoing ordered preinduction physical examinations for the armed services, and for the purpose of engaging in ordered, temporary training not to exceed thirty (30) workdays per college year.

9.3.5.2 Ten- (10) month employees who are members of military reserve units shall request their military active-duty training orders for periods when classes are not in session.

9.3.5.3 Short-Term Military Leaves for active duty will be granted during the college year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

9.3.5.4 The Leave Request Form shall be submitted with copies of official orders attached.

9.3.6 Leave For Court Appearance

When a monthly employee is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave with pay may be granted. The Leave Request Form shall be submitted with a copy of the subpoena attached. Witness fees received by any employee shall be remitted to the Vice Chancellor, Business Services within ten (10) days of receipt of such fees.

9.3.7 Leave for Jury Duty

Leave of absence shall be granted to any employee called for jury duty. Second or third shift employees who serve on jury duty shall be temporarily transferred to day shift for pay purposes only, without loss of pay. When responding to initial summons to determine eligibility for jury service, an employee shall be excused from duty with pay. (See Personal Business Leave.)

CHAPTER X

LONG-TERM LEAVE OF ABSENCE

10.1 Eligibility

Long-Term Leaves of Absence [those in excess of one (1) month] may be granted to permanent employees covered by this handbook. Probationary employees are eligible for Leave Due to Pregnancy or Military Leave only. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) leave shall run concurrently with leave provided under Chapter XII.

10.2 Application for Benefits

All requests for leave shall be in writing upon the appropriate form prescribed and provided by the District, with all necessary documentation attached, such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor in advance of the intended leave.

10.3 Authorized Uses

Long-Term Leaves are authorized for the following uses:

10.3.1 Professional Study Leave

Requests for Professional Study Leave must be accompanied by an outline, in writing, of the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study.

10.3.2 Health Leaves (Including Leave Due To Pregnancy)

An employee, with insufficient leave or accrued employment time to qualify for Sick Leave, or who desires not to utilize accrued Sick Leave, may apply for Health Leave without pay. All requests for Health Leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

10.3.3 Service To Other Public Agencies

Long-Term Leaves of Absence may be granted to employees to serve another public agency in some full-time capacity which will benefit the District and the employee.

CHAPTER X - LONG-TERM LEAVE OF ABSENCE (continued)

10.3.4 Long-Term Military Leave [More Than Thirty (30) Workdays Per College Year]

An employee shall be granted leave for the purpose of serving in the armed forces for an extended period of time.

The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

10.3.4.1 Salary Entitlement [First Thirty (30) Days]

An employee who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first thirty (30) days of ordered military duty. Pay for such purposes (deemed to be one (1) month's salary) shall not exceed thirty (30) days in any college year.

10.3.4.2 Return To The District

An employee, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the employee shall not be entitled to Sick Leave, Vacation, or salary for the period he/she was on leave, except as noted above.

10.3.4.3 Forfeiture Of District Position

An employee who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.

10.4 Length Of Leave

Long-Term Leaves are granted for periods of up to one (1) year, and may be extended for an additional period not to exceed a total of two (2) years (Exception: Military Leave).

10.5 Salary Consideration

All Long-Term Leaves are taken without salary, except the first (1st) thirty (30) days of military leave. Salary step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, and military leaves.

CHAPTER X - LONG-TERM LEAVE OF ABSENCE (continued)

10.6 Retention of Earned Sick Leave

Employees on Long-Term Leaves of Absence shall retain any prior Sick Leave which may have accumulated, but shall not accumulate any additional Sick Leave rights during the leave period.

10.7 Return from Leave

10.7.1 An employee granted a Leave of Absence for Health, Professional Study, Military Service, Service in Other Public Agencies, shall continue to receive seniority credit for purposes of reemployment and retention in case of possible layoff. The employee, at the expiration of such authorized leave, shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill; or, the employee may request a position in a lower grade.

10.7.2 An employee granted a leave of absence for reasons other than those enumerated above, shall, at the expiration of such leave, have his/her name placed on the eligibility list for his/her job class for a period of one (1) year. If the employee is not selected for a regular position during the one- (1) year period, he/she shall be terminated from the classified service.

10.8 Sabbatical Leave

Any employee who has served as a Confidential employee in paid status at least six (6) years is eligible for sabbatical leave based upon the following rules:

- a) Only one (1) such leave shall be approved while the employee is in the confidential service of the District;
- b) Coursework must be taken at an accredited institution and may be approved for the following purposes:
 - 1) Related to the employee's current District position, or
 - 2) Contribute to professional growth and promotional opportunities within the District.
- c) Leave is subject to the approval of the Chancellor's Cabinet member responsible for the employee's area of assignment. The cabinet member will take into consideration the availability of budget within the site or department to fill behind the employee who is on sabbatical;

CHAPTER X - LONG-TERM LEAVE OF ABSENCE (continued)

10.8 Sabbatical Leave (continued)

- d) The employee on sabbatical is not eligible for tuition refund for the coursework or books associated with the sabbatical;
- e) The employee on sabbatical must serve the District for two (2) years following return from sabbatical and must provide a bond that repays the District if service for two (2) years is not fulfilled;
- f) Options for the sabbatical include one-half (1/2) year at full salary or one (1) year at one-half salary.

CHAPTER XI

FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)/ PREGNANCY DISABILITY LEAVE (PDL)

11.1 FMLA/CFRA

11.1.1 Conditions

All leaves of absence taken in accordance with this agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA). Each employee's annual entitlement shall be credited to the employee on July 1 of each fiscal year. Unused FMLA/CFRA leave shall not accrue from year to year.

11.1.2 Eligibility

A unit member qualifies for a FMLA/CFRA leave if he/she: (1) has been employed for at least twelve (12) months (need not be consecutive); and (2) has a minimum of 1250 hours of service in the twelve (12) months preceding the leave.

11.1.3 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this agreement may exceed twelve (12) weeks, however, nothing in this agreement is intended to extend the provisions of the FMLA/CFRA.

11.1.4 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying": (1) the birth of a child of the employee, and to care for the newborn child; (2) the placement of a child with the employee for adoption or foster care; (3) providing for the care of the employee's parent, child, or spouse who has a serious health problem; or (4) because of a serious health condition that makes the employee unable to perform the functions of his/her position.

CHAPTER XI - FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)/PREGNANCY DISABILITY LEAVE (PDL) (continued)

11.1.5 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave. Medical certification required when the unit member requests leave for the care of the employee's seriously ill child, spouse, or parent shall include the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) an estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care. Medical certification required for the unit member's own serious health condition shall include (a) the date when the serious health condition began; and (2) the probable duration of the condition; and (c) a statement that due to the serious health condition, the employee is unable to perform the functions of his or her position.

11.1.6 Compensation

Leave is unpaid, except to the extent that paid accrued leave is used concurrent with FMLA/CFRA Leave.

11.1.7 Reinstatement

Reinstatement rights shall be granted in accordance with the appropriate provisions of this agreement and the legal requirements of FMLA/CFRA.

11.2 Pregnancy Disability Leave (PDL)

11.2.1 Conditions

A unit member affected or disabled by pregnancy related conditions is eligible for an unpaid Pregnancy Disability Leave. Pregnancy Disability Leave shall run concurrently with FMLA only.

11.2.2 Eligibility

Pregnancy Disability Leave is available to probationary and permanent unit members.

CHAPTER XI - FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)/PREGNANCY DISABILITY LEAVE (PDL) (continued)

11.2.3 Duration

The duration of the leave including any paid leave taken due to pregnancy related disability shall not exceed four (4) months. Leaves of absence taken in accordance with this agreement may exceed four (4) months; however; nothing in this agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

11.2.4 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition.

11.2.5 Reinstatement

Reinstatement rights shall be granted in accordance with the appropriate provisions of this agreement and the legal requirements of the law. The unit member is entitled to reinstatement if she returns from pregnancy disability leave within the four (4) month leave allowance.

CHAPTER XII

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

12.1 Eligibility

Industrial Accident and Illness Leave shall be available to monthly employees covered by this handbook immediately upon employment with the District. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) leave shall run concurrently with leave provided under Chapter XII.

12.2 Application For Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the employee's supervisor within five (5) workdays of the commencement of the leave, or upon return to duty, whichever is the lesser.

12.3 Authorized Use

Industrial Accident and Illness Leave is provided by the District for the purpose of augmenting temporary disability payments during absences due to on-the-job injury or illness.

12.4 Leave Allowance

A maximum of sixty (60) working days of leave per accident may be granted to monthly employees. The leave allowance is reduced by one (1) day for each day of absence caused by or related to the on-the-job injury, regardless of amount or method of compensation.

12.5 Compensation

Where Worker's Compensation benefits do not cover the employee's full salary, the balance will be made up by industrial accident leave. Throughout the sixty (60) days of industrial accident leave, the employee will receive full salary. When the absence exceeds three (3) consecutive days (excluding day of injury) temporary disability payments will begin. The employee's gross District salary will be reduced by the amount of the disability payment. On pay day, the Worker's Compensation warrant(s) and the reduced District pay warrant will be available to the employee. The reduced District pay warrant will result in a reduction in the income and social security taxes withheld, but will not affect the retirement contribution, which is based on the unmodified gross salary.

CHAPTER XII - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (continued)

12.6 Leave Available Upon Expiration Of Accident Leave

Sick Leave, vacation, or other compensatory time off may be used in the following order:

- 12.6.1 The sixty- (60) days' accident leave is paid first.
- 12.6.2 All regular full-salary sick leave is paid next.
- 12.6.3 Half-salary sick leave and money from the Worker's Compensation Fund is paid next, the aggregate amount of which shall not exceed the employee's partial sick leave compensation entitlement to the extent that money from the Worker's Compensation Fund is available.
- 12.6.4 Vacation or compensatory time off may be used if absence due to industrial injury or illness exceeds the sick leave benefits for which the employee is eligible. Vacation may be used prior to half-salary sick leave, if requested by the employee.
- 12.6.5 After all paid benefits are exhausted, the employee receives any remaining money due him/her from the Worker's Compensation Fund; and the employee may be placed on long-term health leave without pay.

12.7 Absence Beyond Expiration Of All Leaves

- 12.7.1 When all available paid or unpaid leaves of absence have been exhausted and the employee is not medically cleared by the District to resume the regular duties of his/her position, the employee shall either retire, if eligible, resign, or accept dismissal for reasons of health. The employee's name shall be placed on a reemployment list for a period of thirty-nine (39) months.
- 12.7.2 When available during the thirty-nine (39) month period, and if medically cleared by the District, the employee shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds, in which case the employee shall be listed in accordance with appropriate seniority regulations. An employee whose name has been placed on a reemployment list and who has been medically cleared by the District for return to duty, and is not placed in a regular position during a one- (1) year period, shall have his/her name removed from the reemployment list.

CHAPTER XII - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (continued)

12.8 Reconciliation of Leaves

Upon return to duty following medical clearance, the money value of any disability payments in excess of the sixty- (60) day leave allowance shall be converted to regular full-pay sick leave days, which are credited to the employee's sick leave account. The excess money is divided by the employee's regular daily rate of pay to arrive at the number of sick leave days creditable.

CHAPTER XIII

VACATION

13.1 Eligibility

Vacation days shall be granted to all regular, monthly employees covered by this handbook. New employees shall not be eligible to take vacation prior to completion of six (6) months of paid service. Vacations shall not be taken prior to the time that such vacation days are earned. Exceptions may be approved by the Vice Chancellor of Human Resources on the recommendation of the site administrator.

13.2 Application for Benefits

All requests for vacation shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be submitted to the immediate supervisor. Employees shall schedule their vacations with the prior approval of the immediate supervisor and the college or division president.

13.3 Vacation Allowance

Vacations shall be earned and accrued on a monthly basis by regular, monthly employees as follows:

13.3.1 Effective January 1, 2000, employees accrue vacation for each month of service as follows:

- 1) One (1) through five (5) years of confidential service - 1.7 days (13.34 hours) for full-time assignment (approximately twenty [20] days per year).
- 2) Following the first day of the first month after completion of the fifth year and thereafter of confidential service - 2.08 days (16.67 hours) for full-time assignment (approximately twenty-five [25] days per year).
- 3) Employees who currently receive five (5) weeks vacation shall receive five (5) additional vacation days for the calendar year 2000. The days are to be used by the end of the calendar year.

13.3.2 Effective July 1, 1995, those appointed to this unit on or after November 1, 1982:

- 1) The first through the tenth year of continuous service the rate shall be 10.0 hours per month (15 days per year).
- 2) After completion of the tenth year: 13.34 hours per month (20 days per year).

CHAPTER XIII - VACATION (continued)

13.3 Vacation Allowance (continued)

- 3) After completion of the nineteenth year: 16.67 hours per month (25 days per year).

13.3.3 Unit employees appointed prior to November 1, 1982, may have elected to remain under the vacation pattern shown below:

- 1) During the first through the fourth years of continuous service, the rate shall be 6.67 hours per month (10 days per year).
- 2) During the fifth through the fourteenth years: 10.0 hours per month (15 days per year).
- 3) During the fifteenth through the nineteenth years: 13.34 hours per month (20 days per year).
- 4) After the completion of the nineteenth year: 16.67 hours per month (25 days per year).

The following shall apply to all employees of this unit, regardless of accrual rate:

13.3.4 Vacation accruals shall be prorated for employees working less than full time. The supervisor shall work with the employee to insure that the unit member does not accrue more than twice his/her annual allowance and that vacations are scheduled in order to avoid excess accrual.

13.3.5 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by his/her current accrual rate. Effective July 31, 2008 – December 31, 2011 the Human Resources Department shall inform, in writing, the manager and the unit member of vacation accrued in excess of this amount as of July 1. The unit member will have ninety (90) days to schedule this excess vacation amount to be taken by the following six (6) months. If not scheduled within ninety (90) days, the manager shall schedule the excess vacation usage and the employee must use it within the six month period.

If the provisions above have not been met, the unit member shall be paid no later than April 30 for vacation time in excess of their maximum accumulation.

The supervisor shall work with the unit member to insure that the unit member does not accrue more than twice his/her annual allowance and that vacations are scheduled in order to avoid excess accrual.

CHAPTER XIII - VACATION (continued)

- 13.3.6 When a temporary, hourly employee who has worked full time without a change in that position becomes a regular monthly employee, the employee shall be credited with time served in such temporary, hourly status retroactive to the beginning of the current fiscal year in determining his/her vacation allowance.
- 13.3.7 A month shall be employment for at least fifteen (15) calendar days for purposes of crediting/not crediting the first month of a new hire.
- 13.3.8 Effective January 1, 2000, District employees who are promoted into this unit shall be eligible upon request to accrue vacation at the rate achieved in the former unit.

13.4 Break in Service

Only Military leaves and unpaid leaves of ninety (90) calendar days or less are credited as continuous service for vacation eligibility purposes, but vacation days are not accrued during such leaves.

Employees who have had a break in service will be given credit only for the total months of service with the District except that service broken for periods of less than ninety (90) calendar days shall be disregarded when computing the number of full months completed.

13.5 Ten and Eleven Month Employees

- 13.5.1 Vacation days for these employees may be scheduled during winter and spring recess; if an employee does not have sufficient vacation days accrued to cover these periods, the excess days shall be deducted from his/her pay warrant.
- 13.5.2 Those employees with days accrued in excess of the above must follow the regular procedure for scheduling such additional vacation during their regular work year.

13.6 Terminating Employees

Regular employees who have worked six (6) calendar months or more and who resign, retire, or are placed on extended unpaid leave, shall be paid for vacation earned but unused at their current rate of pay.

- 13.7 Effective January 1, 1996, and each January 1 thereafter, all employees whose vacation accrual is in excess of twice his/her annual allowance shall have those excess hours converted to excess sick leave.

CHAPTER XIV

HOLIDAYS

- 14.1 Any monthly employee covered by this handbook shall be entitled to fifteen (15) paid holidays each year provided he/she is in a paid status during any portion of the working day immediately preceding or succeeding the holiday. All holidays shall be designated by the Board of Trustees by adoption of the District's Academic Calendar.
- 14.2 Unit members shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 25 through January 1 and is not one of the regular designated District holidays.
- 14.3 Confidential employees shall be represented on any Districtwide committee established to study and recommend a District Academic Calendar to the Chancellor, or his designated representative.

CHAPTER XV

INSURANCE BENEFITS

15.1 Fringe Benefits Committee

The Confidential Employees Association shall have one (1) representative on the District Benefits Committee.

15.2 Active Unit Member Coverage

15.2.1 The District will contribute the cost of medical, dental, and vision benefits for domestic partners that are enrolled by eligible Confidential employees in accordance with VEBA rules.

15.2.2 Health

In accordance with the July 1, 2008 through June 30, 2011 Resource Allocation Formula (RAF) guidelines, the District will continue to pay the inflationary costs of health benefits (at the Kaiser rate), vision and dental through December 31, 2011:

- a. *Covering* premium increases to fully fund Dental and Vision coverage;
- b. *Fully funding* the least expensive Medical program;
- c. As much as possible raise the CAP of the other medical plans to match the District contribution rate to what is covered in b. above; if the other plan exceeds the CAP of b. no additional funding will be provided;
- d. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increases in Health & Welfare benefits costs. If costs exceed these available resources, they will be borne by the employee, unless the Association of Confidential Employees (ACE) elects to divert COLA resources to pay for benefit costs.

15.2.3 Medical: The District shall provide to each eligible employee, their spouse or domestic partner, and dependents, a choice, including at least one Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods.

CHAPTER XV - INSURANCE BENEFITS (continued)

The District shall contribute up to the maximum amount per month provided for by the RAF, as stated above, toward the cost of the individual premium (which includes coverage for the employee, spouse or domestic partner, and dependents) for any of the medical insurance plan options offered through the District.

Eligible employees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions as pre-tax gross income as per IRS regulations. Any Confidential employee or their dependent(s) shall file on the first date eligible, for any state or federal government-sponsored health program for which he/she may be eligible and which benefits specifically supersede or offset those offered under a District plan. The District will reimburse the premiums required for Confidential employees or their dependent(s) to participate in such state or federal program.

The District shall contribute the same amount as that for active Confidential employees toward the premium for the District's group medical insurance on behalf of a surviving spouse of a deceased Confidential employee for a period of one (1) calendar year following the death of the Confidential employee. The District monthly payment shall apply toward the cost of the premium for any of the medical insurance plan options offered through the District. If the surviving spouse elects to participate in a plan option which exceeds the District contribution he/she shall be required to contribute the difference in the form of deposits at least one (1) month in advance. The District's contribution toward the medical insurance plan option shall be paid for a period of one (1) calendar year from the date of death of the Confidential employee.

- 15.2.4 Dental: Under the RAF guidelines described above, the District shall fully fund the premium for a group dental plan as part of the first priority use of the Benefit Reserve Fund providing \$2,000 (two thousand dollars) of annual coverage for eligible employees and their dependents.
- 15.2.5 Vision: Under the RAF guidelines described above, the District shall fully fund the premium for a group vision insurance plan as part of the first priority use of the Benefits Reserve Fund for all eligible employees and their dependents.
- 15.2.6 Life Insurance: The District will pay the monthly premiums for \$100,000 (one hundred thousand dollars) straight term life insurance for each employee.
- 15.2.7 Long-Term Disability: The full individual premium shall be paid by the District toward the cost of group long-term disability for eligible employees.

CHAPTER XV - INSURANCE BENEFITS (continued)

15.2.8 The Confidential Unit shall receive the same District contribution to medical/dental/vision benefits as the Management Unit.

15.2.9 This coverage applies to employees who are assigned to work half-time or more (20 hours per week or more).

15.3 Retiree Coverage

15.3.1 The District shall contribute the same amount as that for active unit members toward the cost of the individual premium (which includes coverage for spouse or domestic partner and dependents) for any of the medical insurance plan options offered through the District for all retirees who have worked for the San Diego Community College District for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64) inclusive.

Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.

15.3.2 Early Retirement Incentive

Confidential employees retiring before December 31, 2011, may choose to take a three (3) month pre-retirement leave prior to his/her retirement date from the District as well as PERS or STRS. During the pre-retirement leave, the member shall be paid their current salary with full benefits and continue receiving PERS or STRS service credit. The employee must notify the District of their intention to exercise this option six [6] months prior to their actual date of retirement.

15.4 Retiree Coverage Paid by Retiree

Retirees who do not meet the above qualifying criteria may continue to participate in the group medical plan by paying premiums to the District in advance.

CHAPTER XV - INSURANCE BENEFITS (continued)

15.5 District Flex Plan

District agrees to implement Internal Revenue Code Section 125, which allows employers to structure benefit plans to provide options to its employees. Employees in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. District offers employees participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan would not be subject to federal, state or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular employee or group of employees and that any questions by any employee should be directed to his or her personal financial, legal, or tax advisor.

NOTE: Information regarding specific provisions for the above sections is available from the District Benefits Office.

CHAPTER XVI

EMPLOYEE EXPENSES AND MATERIALS

- 16.1 The District is responsible for providing equipment, tools, and materials necessary to the assignment.
- 16.2 Where a uniform is required as part of the assignment, the District shall pay the full cost of initial and replacement uniforms.
- 16.3 The District insurance coverage is available to employees who may be sued for actions arising while engaging in District business. District insurance is always supplementary to personal insurance coverage.

CHAPTER XVII

DUE PROCESS

17.1 Discipline

- 17.1.1 The District shall maintain the right to warn, reprimand, suspend, demote or discharge any employee.
- 17.1.2 Discipline includes warnings, written reprimands, suspensions (with or without pay), demotions, and dismissals for cause. No employee can be disciplined for any single incident beyond ninety (90) calendar days following the occurrence or knowledge of said incident by the supervisor. In the case where an employee demonstrates either continuing or repeated problems, or several infractions which all relate to a serious behavior or attitude problem, the employee may be disciplined on all such incidents occurring within a two (2) year period.
- 17.1.3 An employee absent from duty without permission for five (5) consecutive working days shall be considered to have voluntarily resigned.
- 17.1.4 An employee may be discharged during the first twelve (12) months of employment as a regular monthly employee without recourse to the grievance procedure.

17.2 Due Process

- 17.2.1 When problems arise in the performance of assigned duties and responsibilities, the District will assist the employee in solving those problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction.
- 17.2.2 All permanent employees are eligible for a pre-disciplinary hearing conducted by the appropriate management employee next in line to the recommending supervisor, prior to any disciplinary action more severe than a one (1) day suspension.
- 17.2.3 In all cases involving a pre-disciplinary hearing, the appropriate manager, serving as a hearing officer, shall be required to provide to the employee in writing the following:
- a. The proposed disciplinary action,
 - b. A statement of charges,

CHAPTER XVII - DUE PROCESS (continued)

- c. The rule, regulation, practice or policy violated,
 - d. Statement of employee's right to review or receive copies of any documents or evidence,
 - e. Statement of employee's right to respond orally or in writing, or both, and
 - f. Right of employee to have representation.
- 17.2.4 The hearing date and time shall be set no sooner than twenty-four (24) hours after delivery of the written notice, unless an earlier date is mutually acceptable or an emergency situation exists.
- 17.2.5 After the informal hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the parties in writing of the final decision within ten (10) calendar days of the hearing.
- 17.2.6 Only disciplinary actions which involve the deprivation of salary or termination of employment are subject to Step 4 of the grievance procedure and only after the hearing officer's decision has been served on the employee. This appeal of discipline shall be made in writing to the Vice Chancellor, Human Resources within ten (10) days of the date of the final notice of discipline.

CHAPTER XVIII

GRIEVANCE PROCEDURE

18.1 Definitions

- 18.1.1 A grievance may be filed whenever a party alleges that there has been a violation of the terms of this handbook.
- 18.1.2 An immediate supervisor means the individual who assigns, reviews, and directs the work of the grieving employee.
- 18.1.3 A party is an employee or the District.
- 18.1.4 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 18.1.5 An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or of the staff.
- 18.1.6 Days shall mean calendar days.
- 18.1.7 Reference to any management representative shall include designee.

18.2 Procedure

- 18.2.1 First Step - Immediate Supervisor -- No later than thirty (30) days after an alleged grievance occurs, an attempt shall be made to resolve the matters in informal, verbal discussion between the grievant and the employee's supervisor. The supervisor shall make his decision known to the grievant within four (4) days of this meeting.
- 18.2.2 Second Step - President/Vice Chancellor -- If the grievance cannot be resolved informally, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form (see Appendix D). The grievant must file, within twelve (12) days of the supervisor's oral decision, a completed copy of the grievance form. Within twelve (12) days after such written grievance is filed, the grievant and the President/Vice Chancellor shall meet to attempt to resolve the grievance. The President/Vice Chancellor shall provide a written decision to the grievant within twelve (12) days of the filing of the grievance.

CHAPTER XVIII - GRIEVANCE PROCEDURE (continued)

18.2.3 Third Step - Vice Chancellor, Human Resources -- If the grievance has not been resolved at the Second Step, the grievant may file, within twelve (12) days of the President's/Vice Chancellor's written decision, an exact copy of the written grievance on the District form with the Vice Chancellor of Human Resources. Within twelve (12) days after such written grievance is filed, the grievant and the Vice Chancellor of Human Resources shall meet to resolve the grievance. The Vice Chancellor of Human Resources shall provide the grievant with a copy of the written decision within twelve (12) days following the Third Step meeting.

18.2.4 Fourth Step - Mediation -- If the grievance has not been resolved at the Third Step, the grievant may request Mediation through a State appointed Mediator who will provide an advisory opinion for review by the Chancellor. The Chancellor will render a final decision in a timely manner subsequent to such a hearing.

18.3 Restrictions

If the employee files any grievance other than this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

CHAPTER XIX

COMPUTER LOAN PROGRAM

Each fiscal year the District will allocate eighteen thousand dollars (\$18,000) for the purpose of providing computer purchase loans to unit members in the amount not to exceed two thousand dollars (\$2,000) each. Unit members may submit a request to the designated representative of the Confidential Unit, to borrow from the Computer Fund an amount not to exceed two thousand dollars (\$2,000) for the purchase of computer equipment and/or software. The specific timelines/ application forms and procedures will be announced by the Confidential Unit to all unit members.

The Confidential Unit will develop a procedure to select the employees eligible for the loan by lot and will submit a list of the selected buyers to the District. Buyers will be notified by the Confidential Unit that they have been selected to receive the interest free loan. The buyer must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. This form will be reviewed and approved by the District. Upon approval the buyer will be issued a check made out to the vendor as soon as practical.

The buyer will have the option to choose to purchase from any vendor currently used by the District.

Monthly payments will be determined by dividing the check amount by eighteen (18). Payroll deductions will begin on the next available pay period following the date on the check. There will be no penalty for early payoff.

CHAPTER XX

DURATION

- 20.1 This Handbook becomes effective *July 1, 2008*, and remains in full force and effect through and including *June 30, 2011*. Any economic improvements will be paid from the Resource Allocation Formula (RAF) (see Appendix B). *The ACE Unit and the District may each open a maximum of two (2) non-economic Chapters of the Handbook each year, unless additional sections are mutually agreed upon. All other Handbook provisions are continued each year.*
- 20.2 *Should the District provide an improvement in employee benefits or compensation from District funds outside the RAF to any collective bargaining unit or meet and confer group covered by the RAF, the ACE Unit may negotiate with the District for that same improvement. These good faith negotiations are eligible for non-binding impasse mediation only, and no further legal recourse. Nothing in this provision will delay, impede, or limit the District's ability to bargain with any collective bargaining group or meet and confer group or implement any improvements.*

SAN DIEGO COMMUNITY COLLEGE DISTRICT
 CONFIDENTIAL EMPLOYEES' SALARY SCHEDULE
Effective July 1, 2009 – December 31, 2009

RANG E	A	B	C	D	E	F	G	H	I	J	K	L	M	N
18	2796	2930	3071	3219	3374	3537	3708	3888	4077	4275	4400	4529	4661	4752
19	2867	3005	3150	3302	3461	3628	3804	3989	4183	4386	4514	4646	4782	4875
20	2943	3084	3233	3389	3553	3725	3906	4096	4295	4504	4636	4772	4912	5008
21	3095	3244	3401	3565	3738	3919	4109	4309	4519	4739	4878	5021	5168	5269
22	3255	3412	3577	3750	3932	4123	4323	4533	4754	4986	5132	5283	5438	5544
23	3423	3588	3762	3944	4136	4337	4548	4770	5003	5247	5401	5560	5723	5835
24	3600	3774	3957	4149	4351	4563	4785	5019	5264	5522	5684	5851	6023	6141
25	3787	3971	4164	4367	4580	4803	5037	5283	5541	5812	5983	6159	6340	6465
26	3984	4178	4381	4594	4818	5053	5300	5559	5831	6117	6297	6482	6673	6804
27	4191	4395	4609	4834	5070	5318	5578	5851	6138	6439	6629	6824	7025	7163
28	4410	4625	4851	5088	5337	5598	5872	6160	6462	6779	6979	7185	7397	7543
29	4729	4960	5202	5456	5723	6003	6297	6606	6931	7272	7487	7708	7936	8092
30	4946	5188	5442	5708	5988	6282	6590	6914	7254	7611	7836	8068	8307	8471
31	5107	5357	5619	5894	6183	6486	6805	7140	7491	7860	8092	8331	8578	8747
32	5273	5531	5802	6086	6385	6699	7028	7374	7737	8118	8358	8605	8860	9035
33	5445	5712	5992	6286	6595	6919	7259	7616	7991	8385	8633	8889	9152	9333
34	5623	5898	6187	6491	6810	7145	7497	7866	8254	8661	8917	9181	9453	9640

*** Salary schedule includes \$114 monthly Confidential Premium Incentive.*

CLASSIFIED CONFIDENTIAL EMPLOYEESCLASS TITLES

<u>CLASS TITLES</u>	<u>SALARY RANGE</u>
Administrative Technician	22
Board Office Assistant	23
Chancellor's Office Assistant	21
<i>Employee Performance & Development Officer</i>	34 *
Human Resources Technician	23
<i>Senior Classification Technician</i>	26 **
Senior Clerical Assistant	18
<i>Senior Compensation Technician</i>	26 **

* *Reclassified from Labor Relations Analyst effective 2/1/09*

** *New Classification and range effective 7/1/09*



SAN DIEGO COMMUNITY COLLEGE DISTRICT

RESOURCE ALLOCATION FORMULA (RAF)

FOR

COLLECTIVE BARGAINING

Effective July 1, 2008 through June 30, 2011

for the

Association of Confidential Employees (ACE)

PURPOSE

The purpose of this Resource Allocation Formula (RAF) is to provide a clearly defined method for the allocation of resources to employee units, to cover the operating costs of the District, and to fund priorities established by the District. In developing the RAF, the District took into consideration priorities such as, but not limited to, the following:

- Provide for salary and benefit improvements for its employees.
- Base economic improvements on actual revenue received from COLA, Growth, and State apportionment, and be responsive to reductions in continuous revenue.
- Provide resources to maintain a competitive position in the market and support the recruitment and retention of employees.
- Promote FTES growth to maximize continuous revenue.
- Provide resources to cover the inflationary costs related to services and operating expenses.
- The reduction of reliance on one-time funds (ending balances) to balance the annual budget.
- Provide funding to cover the increased costs related to new and expanded facilities provided through the use of Proposition S and Proposition N funds.

The RAF has also been designed to allocate resources responsibly, and in such a manner as to hopefully avoid future budget reductions, hiring freezes, and/or reductions in programs and services to be able to balance the annual budget.

From the increase in qualified RAF apportionment funds made available to the employee units each year, which typically is provided through a COLA adjustment, each unit will have general discretion over how its portion of these funds are distributed following past practices, provided they are used for improving the compensation or benefit levels of existing programs and services. If a bargaining unit wants to implement a new program or service, modify workload, or make changes that negatively impact the percent of instructional and non-instructional expenses (as defined in the State 50% calculation) within the unit, the terms and conditions of such changes will have to be negotiated with the District.

GENERAL TERMS AND CONDITIONS

Use of Funds

From the increase in qualified RAF apportionment funds allocated each fiscal year, each participating bargaining unit included in the formula shall have general discretion over how its portion of these funds are distributed. The intended use of the funds are to improve the compensation and/or benefit levels of those members represented by each bargaining unit, but may also be used to pay for reassigned time for the purpose of union business, at the discretion of the union following past practice. The cost of such reassigned time for union business shall be based on the replacement cost for the position(s) based on the level of FTE or FTEF reassigned time. As in past practice, faculty and staff reassigned time will be paid for at the contract rate where a contract replacement is made, and at the adjunct or hourly rate when the release time is filled with one or more adjunct or hourly staff. It is the District's discretion as to how a reassigned time replacement is filled. If a bargaining unit wants to implement a new program or service, modify workload, make changes that negatively impact the 50% calculation, or make any other changes not directly related to existing salary or compensation schedules or benefit programs, the terms and conditions of such changes will have to be negotiated with the District.

Following past practices, employee unit salary or benefit increases in restricted programs are to be absorbed by the program's funding.

Funding Sources

For the 3-year term of this agreement, the source of funds subject to this agreement are annual revenue increases from funded COLA, or other continuous general apportionment increases, excluding Growth, Stability funding, and Restoration funding. The total funds available to the units participating in this RAF shall not exceed the equivalent level of funding to increase the affected salary schedules by 100% of the State COLA percent, with the exception of the cost to extend the fully paid health (at the Kaiser rate), dental, and vision premiums through December 31, 2011 (Value for all units estimated at \$2.1 million, depending on health benefit inflation rates).

COLA and Apportionment Increases

The annual COLA and apportionment increases are reflected in Sections I & II, and the "Workload Measures" section of "Exhibit C" of the Apportionment document distributed by the California Community Colleges System Office (e.g. 2006-07 COLA = 5.92%; 2007-08 COLA = 4.53%). Continuous increases due to COLA and/or continuous apportionment increases are typically reflected in Section II-Inflation Adjustment, or clearly identified in Section V-Other Revenue Adjustments. The Exhibit C, or its equivalent, in the State Apportionment document will be used to identify all increases to continuous revenue from COLA or apportionment revenue.

RAF Economic Improvements Implementation Dates and Off-Schedule Payments

During normal budget years, when the State budget is finalized with certainty during or prior to the fall semester, on-schedule increases will take effect on January 1st and off-schedule payments will be made on January 31st for contract employees, and February 10th for adjunct and overload employees.

In years with budget uncertainty, such as during the 2008-09 fiscal year, RAF funds will be withheld until the P-1 is received, and/or until there is reasonable certainty that the RAF funds will be received, but no later than April 1st of each year. Once the determination related to RAF funds is made, the on-schedule changes will go into effect the first of the following month, and the off-schedule payments will be for the number of preceding months since July 1st. For example, if the final RAF allocation determination is made during March, the on-schedule changes would be effective April 1st, and the off-schedule payments would be for nine (9) months (July – March) at the RAF maximum on-schedule rate.

To qualify for off-schedule payments, employees must have been in a paid status after July 1st of the current RAF year. Employees who qualify for off-schedule payments will receive off-schedule payments based on their total salary related earnings from July 1 through the months covered by the off-schedule payments, except for summer adjunct faculty assignments which begin with earnings in the August 10th paycheck. For example:

Contract Faculty and Staff

Off-schedule payment will be equivalent to each employee's salary related earnings during the months in the off-schedule period, times the RAF COLA for each year. Faculty and Staff not employed for the full off-schedule period will have their off-schedule payment prorated.

Adjunct Faculty (Includes Overload)

Off-schedule payment for adjunct and overload assignments will be equivalent to each employee's salary related earnings during the off-schedule period, times the calculated RAF COLA for each year. Off-schedule payment for adjuncts teaching during summer session will be based on earnings beginning with the August 10th paycheck. (Contract faculty who teach summer or intersession assignments are considered adjunct faculty for purposes of this provision.)

Adjustments to RAF Unit Allocations

The full allocation of RAF COLA funds is contingent upon the District receiving full funding for COLA, Growth, and Apportionment Revenue as committed by the State and included in the District's Adopted Budget, approved on or before September 15th of each year. If any of these revenue sources, approved in the original State budget is reduced by the State after the RAF funds have been determined, but before they have been distributed, the RAF funds will be

reduced by the loss in revenue, proportionally by unit, provided the reduction in funding is solely due to reductions caused by the State, outside of the control of the District.

If reductions to apportionment funding levels are modified by the State after RAF funds have been distributed, the loss of RAF revenue will be deducted from the following year's RAF before distributions are made to the units, provided the reduction in funding is solely due to reductions caused by the State, outside of the control of the District.

Term of Agreement and Annual Reopeners

The term of this agreement is for three (3) years, covering the fiscal years 2008-2009, 2009-2010, and 2010-2011. Each bargaining unit, and the District, may each open a maximum of two (2) non-economic Articles of their respective contracts each year, unless additional sections are mutually agreed upon. All other collective bargaining agreement provisions are continued each year.

The terms and conditions of this agreement expire on June 30, 2011. Should a successor RAF agreement between the District and any unit not be in place on July 1, 2011, the terms and conditions of this agreement will not continue. Any agreement between the District and any unit, including side letters, memorandums of understanding and other written agreements, that are contingent upon this current RAF agreement, expire on July 1, 2011, and may be renegotiated as part of a successor RAF agreement, unless a written mutual agreement exists to the contrary.

Employee Health Benefits

Prior year RAF agreements included funds from equalization dollars to fund the inflationary premium costs for health benefits (at the Kaiser rate), dental and vision for employees of the participating units. Based on historical inflation rates, it was estimated that the benefit reserve funds would run out sometime around July 2010. For those units that participate in this new RAF agreement, it is understood that this agreement supersedes all previous RAF agreements, and the District will continue to pay the inflationary costs of health benefits (at the Kaiser rate), vision and dental through December 31, 2011. This agreement does not obligate the District in any way to pay any increases in premium costs beyond December 31, 2011.

Prior Year RAF Issues

Participation in this RAF agreement is contingent upon that unit agreeing that all issues related to prior year's RAF agreements, including equalization money that was set aside in the employee benefit reserve, are all resolved and not subject to challenge.

The prior RAF agreements included revenue sharing of growth funds. The RAF covering the 2007-08 year included a provision that provided 30% of growth revenue funded for that year be distributed to the participating RAF units. Participation in this new agreement is contingent upon each participating unit waiving their claim on the 2007-08 growth revenue and releasing the funds back to the District.

Other Revenue Sources

By participating in this RAF agreement, it is understood by all units that the only revenue available to each unit is from annual increases to continuous apportionment revenue, not to exceed an amount equivalent to 100% of the State COLA percent if applied to the salary schedules.

Expenditure Rebates from the State

The only revenue exception would be for reimbursements from the State that are directly related to a unit's expenditure of RAF dollars. If a bargaining unit or meet and confer group spends their RAF funds to purchase an improvement, such as adjunct office hours, which directly and specifically results in a full or partial reimbursement of the unit's funds spent on the improvement, from the State and received by the District, the reimbursement will be credited to the unit's RAF funds. Reimbursements that are directly or indirectly a result of the use of District funds outside the RAF dollars, such as but not limited to changes in FTE, FTEF, apportionment, productivity, enrollment, etc., are not included in or subject to this provision.

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
RAF IMPLEMENTATION AND COST OUT METHODOLOGY
APPLICABLE TO 2008-09, 2009-10, 2010-11
EFFECTIVE JULY 1, 2008**

The RAF implementation and cost out methodologies are outlined below.

1. Provides funding each fiscal year equal to on-schedule percent equal to 100% of State COLA percentage. (For example, if State COLA is 5%, funds equivalent to provide a 5% across-the-board on-schedule salary increase will be provided.)
2. No cost outs required for portion of funds used to pay for across-the-board on-schedule salary increases.
3. If all funds are not used for across-the-board salary increases, non-across-the-board cost outs will be determined as follows:
 - 3.1 Same methodology as was used for previous RAF's except:
 - 3.1.1 Budget value for vacant positions will be excluded.
 - 3.1.2 100% of mandated benefit costs will be included.
 - 3.2 Cost outs will be based on a three (3) year cost out methodology, based on filled positions as of September 1st of each new year.
 - 3.3 Cost out methodology will be based on the additional cost of salary and mandated benefits when current salary schedule costs are compared to proposed salary schedule costs, after all employees are advanced three (3) years per current salary step advancement procedures (i.e. one-step per year).
4. Costs of other (fixed cost) economic improvements shall be based on the actual cost or set-aside amount of the improvement. For example, if \$10,000 is set aside and added to the adjunct medical reserve fund, \$10,000 will be charged against the available RAF allocation.
5. Contract continues on current January to January cycle for implementation of salary schedule and other contract related on-schedule increases, excluding class and step advances, which will occur as regularly scheduled.

CONFIDENTIAL EMPLOYEE EVALUATION

EMPLOYEE EVALUATED _____

TITLE _____

EVALUATOR _____

TITLE _____

Note: This is a tool for recognition and/or improvement, a constructive process to assist the manager and the employee to ensure overall job objectives are met.

A. DEFINITIONS FOR PERFORMANCE LEVEL DEGREES:

- 3 = Performance is above standard, showing consistent and important contributions which exceed expectations. Assigned more difficult tasks considered **above average** in complexity.
- 2 = Performance **meets expectations** and shows satisfactory attainment of the principal objectives. Tasks assigned are typical/average in level of difficulty.
- 1 = Performance has not reached satisfactory level and is **below average**; needs improvement. Assigned routine tasks; assignments require detailed checking. (Evaluator must provide suggestions, solutions, and corrective actions to employee.)

N/A = Unable to rate performance at this time: _____

B. PERFORMANCE CRITERIA

(Highest Lowest)

PERFORMANCE LEVELS	3	2	1	N/A
1. Has thorough knowledge in area of expertise/assignment.				
2. Demonstrates effective time management; completes assignments on time/meets multiple deadlines.				
3. Demonstrates decisiveness and uses good judgment.				
4. Takes initiative in accomplishing departmental goals.				
5. Demonstrates creativity in problem solving.				
6. Demonstrates effective communication skills.				
7. Displays willingness to pursue professional growth opportunities and flexibility to new ideas & procedures responsibility.				
8. Demonstrates integrity.				
9. Functions effectively as a team member.				
10. Has effective working relationships with all levels of personnel.				

OVERALL EVALUATION

- ABOVE AVERAGE*
- SATISFACTORY
- NEEDS IMPROVEMENT*

*Comments required in Section C.

**SDCCD Association of Confidential Employees
PERFORMANCE CRITERIA EXAMPLES**

1. Has thorough knowledge in area of expertise/assignment.

Above average: Has thorough knowledge to perform independently; if called upon, can instruct others and answer questions; is sought out as an expert to give advice.

Satisfactory: Has sufficient knowledge in area of expertise to perform with minimal guidance; seeks instruction/information in “weak” or unfamiliar areas in order to accomplish tasks.

Needs improvement: Requires instruction/guidance to perform all but basic tasks; has to be instructed repeatedly on same/similar/related tasks; does not independently seek information to increase knowledge to perform tasks.

2. Demonstrates effective time management; completes assignments on time/meets multiple deadlines.

Above average: Consistently completes multiple, complex projects on time or ahead of time; uses long and short-term plans; can prioritize with input from management.

Satisfactory: Has a good understanding of time requirements and completes projects on time; uses a calendar.

Needs improvement: Rarely completes projects on schedule; fails to plan to meet deadlines; procrastinates on assignments and/or ignores deadlines; is only able to work on one project at a time.

3. Demonstrates decisiveness and uses good judgment.

Above average: Consistently makes sound decisions by actively seeking input from parties involved; goes “the extra mile” to obtain data; anticipates problems; is realistic about constraints.

Satisfactory: Seeks pertinent information and considers various options/viewpoints; appropriately refers to manager only those decisions which require higher level action; bases decisions on analysis of information available.

Needs improvement: Procrastinates; inappropriately defers decisions to others; fails to collect supporting data.

4. Takes initiative in accomplishing departmental goals.

Above average: Actively seeks input from management on departmental goals; sets individual priorities in concert with departmental goals; to the extent possible, focuses efforts and resources to achieve these goals; keeps management apprised on progress toward goals.

Satisfactory: Pursues department goals as identified by management; identifies barriers to accomplishing goals and suggests solutions.

Needs improvement: Consistently unaware of department goals and priorities; relies on others to set goals; must be prodded to perform.

5. Demonstrates creativity in problem solving and flexibility to new ideas and procedures.

Above average: Considers nontraditional solutions; looks for ways to increase efficiency and effectiveness; is able to spot potential problems and offer a variety of possible solutions; seeks input from outside the organization; willingly moves on to new ideas when proposed “solution” doesn’t work.

Satisfactory: Able to identify, define and resolve problems; solicits input from relevant parties; involves others; uses a variety of problem-solving techniques.

Needs improvement: Unable to identify, define and resolve problems; unwilling to try new ideas or job techniques; inflexible when “solution” doesn’t work; unwilling to admit failure and try someone else’s ideas.

6. Demonstrates effective communication skills.

- Above average: Adapts smoothly in communicating with persons of various educational levels and job classifications; can explain an issue from more than one perspective; uses a varied vocabulary; can summarize well.
- Satisfactory: Can speak coherently and concisely within regular scope of job; seeks clarification from others as needed and supplies it as requested; effectively uses jargon/technical language; provides all pertinent information; gets to the point.
- Needs improvement: Is often misunderstood; fails to seek clarification from others; is often defensive or argumentative; uses jargon heavily when talking with people outside area of expertise; relies on “filler phrases” such as “you know.”

7. Displays willingness to pursue professional growth opportunities.

- Above average: Researches new techniques; embraces opportunities to try new ideas/techniques; seeks out training and seminars; reads books, journals, and manuals to increase knowledge.
- Satisfactory: Attends relevant staff development seminars; asks questions of more experienced persons; makes use of opportunities to stay current in field.
- Need improvement: Shuns opportunities to enhance work methods or attitude.

8. Demonstrates integrity.

- Above average: Is loyal, honest and fair, particularly when it would be easier to be otherwise; goes the “extra mile” to inspire others; stands up for the “little guy.”
- Satisfactory: Accepts responsibility; consistently follows through on commitments; is truthful and trustworthy.
- Needs improvement: Fails to fulfill commitments; lies; avoids accountability; promotes self, particularly at expense of others.

9. Functions effectively as a team member.

- Above average: Consistently and eagerly participates in team discussions; suggests ways to share workload based on abilities/talents; places welfare of team and the solutions of problems over self interests.
- Satisfactory: Shares recognition; listens well; admits mistakes; participates in team discussions to share information or problem solve; keeps relevant team members informed; seeks input from team members.
- Needs improvement: Is competitive at the expense of the team; takes all the credit; discourages or denigrates input from others; lets others carry the load; rarely participates in sharing of information or problem-solving sessions.

10. Has effective work relationships with all levels of personnel.

- Above average: Especially adept at establishing and maintaining productive working relationships.
- Satisfactory: Treats everyone with respect and fairness, irrespective of job classification; seeks rapport.
- Needs improvement: Treats people differently based on job classification; consistently displays negative attitude; people avoid working with this person.

SDCCD Association of Confidential Employees

RATER GUIDELINES FOR A.C.E. EVALUATIONS

Introduction

This is a formal appraisal vehicle that is intended to provide uniformity across job classifications of a level of performance for ACE members that is akin to that of supervisors, but at a level of lesser responsibility than managers.

Because of the unusually varied nature of ACE job descriptions, it would be impractical and unfair to try to assign *task*-related performance criteria. Rather, the criteria in this appraisal reflect job style and effectiveness. For each performance criterion, there are examples of some behaviors that demonstrate performance that is “above average,” “satisfactory” and “needs improvement.”

One thing that must be emphasized at this point, to both the evaluator and the ACE employee, is that *there is nothing wrong with a “satisfactory” rating. “Satisfactory” means that the employee is doing the job he/she was hired to do.*

This appraisal has been designed as a vehicle for positive interaction between manager and ACE member. It is expected that you will also regularly discuss with your ACE employee your expectations for his/her performance.

Any substandard rating (“needs improvement”) here **MUST** be accompanied by your comment of what, in your eyes, would elevate that employee’s performance to satisfactory or higher. An overall rating of above average also requires elaboration.

Preparation

Before embarking on an evaluation, please ...

- Review the job classification for the employee.
- Consider the focus you have requested the employee to take.
- Keep the appraisal job-centered.
- Rate according to day-by-day performance.
- Rate for the appraisal period only.
- Consider the employee’s present duties only.
- Make your own judgments; consider impressions from others only as they apply to selected criteria (such as “ability to communicate with others”).
- Consider performance, not personality.
- Encourage improvement; recognize achievement.

Review

Complete the evaluation in private. When you schedule time to share the evaluation with the employee, please consider the following:

- Set aside plenty of time so you are not rushed.
- Choose a private setting.
- Be in a good frame of mind, not upset or angry, even if about something unrelated to the employee.
- Compliment the employee on what he/she is doing well.
- Make comments constructive; avoid criticisms that do not offer solutions.
- Talk about specific actions or behaviors, not impressions and inferences.
- Ask employee for his/her suggestions for improvement; be an active listener.
- Maintain objectivity.
- Do not try to change attitudes; concentrate on job-related behaviors.
- Be respectful: Neither of you gains anything by trying to prove the other is wrong.
- As needed to boost “needs improvement” ratings, set clear goals/steps for employee and schedule a follow-up session.

CONFIDENTIAL UNIT GRIEVANCE FORM

See Chapter XVIII for Instructions & Timelines

NAME _____ ASSIGNMENT/LOCATION _____ DATE _____

(A) Date of event creating grievance: _____
Indicate the specific contract provision(s) allegedly violated, misapplied or misinterpreted: _____

Describe how you believe the contract was violated: _____

Remedy Sought: _____

Grievant Signature _____ Date _____ Grievant Representative (if any) _____ Date _____

Step I Initial meeting must be held no later than 30 calendar days after an alleged grievance. [Spv.]

Received _____ (B) Date of Decision _____
Immediate Supervisor Must be within 4 days of meeting

Step II Received _____ (C) Date Received _____ [Mgr.] President/Vice Chancellor Must be within 12 days of (B)

Meeting Held _____ (D) Date of Meeting _____
Must be within 12 days of (C)

Findings _____ (E) Date of Written Decision _____
Must be within 12 days of (D)

Step III Received _____ (F) Date Received _____ [Vice Chanc.] Vice Chancellor, Human Resources Must be within 12 days of (E)

Meeting Held _____ (G) Date of Meeting _____
Must be requested within 12 days of (F)

Findings _____ (H) Date of Written Decision _____
Must be within 12 days of (G)

Step IV Received _____ (I) Date Received _____ [Mediator] Vice Chancellor, Human Resources

Hearing Held _____ (J) Date of Hearing _____

Mediator's Advisory Opinion _____ (K) Date of Written Opinion _____

Chancellor's Final Decision _____ (L) Date of Written Decision _____

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