

**SUPERVISORY  
AND  
PROFESSIONAL ADMINISTRATORS  
ASSOCIATION**

**HANDBOOK**

**FOR THE PERIOD**

**JULY 1, 2007 – DECEMBER 31, 2010**

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

PRINTED  
JANUARY 2009

The provisions of the July 1, 2007 through December 31, 2010 Handbook for Supervisory and Professional Administrators Association are hereby approved.

The provisions of the previous Handbook expiring June 30, 2003, were in effect pending the adoption of this Handbook.

---

Marty Block, President  
Board of Trustees  
San Diego Community College District

Date: \_\_\_\_\_

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION HANDBOOK

TABLE OF CONTENTS

	<u>Page</u>
CHAPTER I	EMPLOYEE STATUS ..... 1
CHAPTER II	EMPLOYEE RIGHTS ..... 2
CHAPTER III	TRANSFERS AND PROMOTIONS ..... 4
CHAPTER IV	REASSIGNMENT OF AN EMPLOYEE AS A RESULT ..... 6 OF RECLASSIFICATION
CHAPTER V	WORKWEEK AND HOURS OF WORK ..... 7
CHAPTER VI	PAY AND ALLOWANCES ..... 12
CHAPTER VII	SICK LEAVE AND PERSONAL NECESSITY LEAVE..... 16
CHAPTER VIII	LONG-TERM LEAVE OF ABSENCE ..... 21
CHAPTER IX	SABBATICAL LEAVE ..... 24
CHAPTER X	SHORT-TERM LEAVE OF ABSENCE..... 25
CHAPTER XI	INDUSTRIAL ACCIDENT AND ILLNESS LEAVE .....29
CHAPTER XII	FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)/PREGNANCY DISABILITY LEAVE (PDL) ..... 33
CHAPTER XIII	VACATION ..... 39
CHAPTER XIV	HOLIDAYS ..... 42
CHAPTER XV	INSURANCE BENEFITS..... 43
CHAPTER XVI	EMPLOYEE EXPENSES AND MATERIALS..... 45
CHAPTER XVII	GRIEVANCE PROCEDURE ..... 46

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION HANDBOOK

TABLE OF CONTENTS

	<u>Page</u>
CHAPTER XVIII PERFORMANCE EVALUATION .....	49
CHAPTER XIX DUE PROCESS .....	51
CHAPTER XX SENIORITY .....	53
CHAPTER XXI PEACE OFFICERS .....	56
CHAPTER XXII COMPUTER LOAN PROGRAM .....	57
CHAPTER XXIII ASSOCIATION RIGHTS .....	58
CHAPTER XXIV DURATION .....	59
APPENDIX A-1 SALARY SCHEDULES .....	60
APPENDIX A-2 CLASSIFICATIONS AND SALARY RANGES .....	67
INDEX .....	70

## CHAPTER I

### EMPLOYEE STATUS

All employees designated as supervisors, FLSA exempt professionals, and other professionals covered by PERB Settlement of August 22, 2007, by the San Diego Community College District shall be covered by the provisions of this Handbook.

#### 1.1 Supervisory Employees in Classified Positions

1.1.1 New employees to the District are considered probationary employees until they have satisfactorily completed one calendar year of service, twelve (12) months from the date of initial assignment, at which time they become permanent.

1.1.2 Employees promoted to supervisory positions shall attain permanency in a new classification upon the completion of six (6) months of satisfactory service.

#### 1.2 Supervisory Employees in Academic Positions

Employees promoted to supervisory positions retain any prior tenure earned with the District.

#### 1.3 Length of Academic Supervisory Contracts

1.3.1 Academic supervisory contracts shall be for one (1) year's duration upon recommendation of the President and approval of the Chancellor.

1.3.2 Appointments made to academic supervisory positions which begin earlier than July 1 shall normally include that portion of the calendar year preceding July 1 as a portion of the contract, at the discretion of the Chancellor.

1.4 When a job classification is to be added or deleted from the Supervisory and Professional Administrators Association, the District will provide written notification to the Association President.

1.5 The District on a quarterly basis will provide the Supervisory and Professional Administrators Association one (1) copy of a listing of all employees in this Association.

1.6 Association members are disaster service workers pursuant to Government Code Section 3100. Association members will maintain a cell phone, pager or home telephone number and provide such number to the District to facilitate communication in the event of an emergency.

## 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 Human Resources office except that employees who are sworn peace officers will follow the corresponding provisions of the San Diego Community College Police Officers Association Collective Bargaining Agreement. No reprisal of any kind shall be taken against an employee based upon materials which are not in the personnel file.
- 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.
- 2.1.5 Derogatory material related 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 are 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 upon request, 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.

## CHAPTER II - EMPLOYEE RIGHTS (Continued)

2.1.6 Upon the request of the Association member, all records of disciplinary actions two (2) or more years old shall be placed in a separate sealed envelope, which shall be retained in the Association member's official personnel file. This sealed envelop may not be viewed by anyone other than an authorized District employee conducting routine District business who serves under the direction of the Vice Chancellor of Human Resources, and may not be opened except by the Vice Chancellor of Human Resources.

### 2.2 Discrimination Prohibited

2.2.1 Consistent with the District's Non-Discrimination Policy, no employee shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, race, national origin, religion, marital status, age, gender, sexual preference or physical disability.

2.2.2 Employees shall not be subject to acts or threats of intimidation, physical or verbal discrimination, harassment, or aggression from other employees or the public.

2.3 An employee shall have the right of representation during grievance and disciplinary actions.

## CHAPTER III

### TRANSFERS AND PROMOTIONS

#### 3.1 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. Current transfer applications shall be considered for selection prior to or concurrently with any recruitment for external candidates.

#### 3.2 Administrative Transfers

Employees may be transferred by the Chancellor to a similar position when the transfer does not involve a classification change. When possible the District will provide the affected employee fifteen (15) calendar days prior notice.

#### 3.3 All Transfers and Promotions

Vacant supervisor and manager positions can be filled in many ways in addition to a traditional and normal classified or academic hiring process for a supervisor. These additional options include:

##### (1) Interim Appointments

Any position can be filled with an internal or open recruitment for a period not to exceed one (1) year. If a current employee of the District is selected for an interim position, the employee has the right to return to their previous position upon completion of the interim assignment. The interim selection process shall include a minimum posting time, application process, interview(s), and appointment. When appointments are made to higher-level positions, the employee shall have his/her salary calculated as if he/she were promoted to the position and with a minimum of a five percent (5%) increase over his/her base salary.

## CHAPTER III - TRANSFERS AND PROMOTIONS (Continued)

### (2) Acting Appointments

An individual can have additional duties and authorities assigned to them on a short-term or temporary basis to fill in behind an absent or vacant position by being appointed in an "Acting" capacity. The employee retains their current position, and takes on additional responsibilities and authorities and serves in the position in addition to their regular job. Acting assignments are appointed by the supervisor of the position, and do not involve a formal selection process. The Acting supervisor or manager may be eligible for out-of-class pay, salary increased by a minimum of five percent (5%), for the additional duties. Acting assignments are typically used for situations where it is critical for an individual to cover an important or required responsibility or authority. Acting assignments are limited to ninety (90) days in length, but may be extended for an additional consecutive ninety (90) days in duration with approval of the Vice Chancellor, Human Resources.

### (3) Substitutes

Under Education Code section 88003, a substitute can be hired by the District to fill a vacant (management or supervisory) classified position for up to one hundred ninety-five (195) days in a college year (fiscal) when filling behind an absent employee or a vacant classified supervisor or manager position. Such hires are neither academic nor classified employees, and should be used only if use of an interim or acting assignment is not viable in the hiring manager's opinion.

3.4 The provisions of this Chapter do not apply to reassignments of employees by a manager to another position of the same job classification in the manager's department or area of responsibility.

## CHAPTER IV

### REASSIGNMENT OF AN EMPLOYEE AS A RESULT OF RECLASSIFICATION

- 4.1 When a permanent employee is reassigned to a position in a lower class resulting from reclassification, 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.
- 4.2 When a department or operation is discontinued by reason of technological change or reorganization, and employees are displaced, the District will make every reasonable effort to find work for which they are qualified and that they are able to do, in their own department or another department consistent with existing arrangements concerning seniority.

## CHAPTER V

### WORKWEEK AND HOURS OF WORK

#### 5.1 Workday

Workday is defined as: Hours of work assigned on a regular basis to the position by employer. 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 employer to meet the needs of the District. When it becomes necessary to modify an employee's regular workday on an ongoing basis the District shall, when possible, notify the affected employee at least ten (10) calendar days in advance of the modification.

#### 5.2 Workweek

Regular workweek for non-exempt employees and regular workload for exempt employees 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. Managers supervising exempt employees whose workload regularly exceeds forty (40) hours per week shall endeavor to provide the employees with informal time off or adjust their workload. The informal time off need not be on an hour for hour basis.

##### 5.2.1 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.

##### 5.2.2 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 midpoint of the shift on the eight (8) hour 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 Association member will be regularly required to work more than forty (40) hours during any given workweek.

## CHAPTER V - WORKWEEK AND HOURS OF WORK (Continued)

### 5.2.3 Time Off

Sick leave, vacation, or unpaid time must be consistent with the hours employees' were scheduled to work that day. For example, an employee on the 4/10/40 work schedule who is off on a regularly-scheduled workday must submit a time card for ten (10) hours of leave accrual. Sick leave cannot be granted for employees who are sick on their scheduled day off.

Paid holidays are granted as eight (8) hours regardless of the work schedule. If a holiday falls on a scheduled workday, the employee takes the day off and the time counts as eight (8) hours work time. This may result in a shortage of work hours at the end of the pay period. The employee must make up the shortage by using leave credits (vacation, compensatory time off, or excess hours). Sick leave credit cannot be used to make up a shortage of work hours due to the work schedule. If a holiday falls on a scheduled day off, the employee receives eight (8) hours of leave credit.

### 5.3 Part-time Assignments

Non-exempt employees who are required to work one-quarter hour or more beyond their regular assignment shall be compensated for all extra time worked.

### 5.4 Lunch Period

Employees shall be permitted a minimum of one-half (1/2) hour, non-paid, duty-free, lunch period at the approximate midpoint of their shift. Peace Officers as defined in Penal Code Section 830.32 shall work a continuous eight (8)- hour shift and be on call through a paid thirty (30)- minute lunch period.

### 5.5 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 or used to shorten the workday.

### 5.6 Rest Facilities

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

## CHAPTER V - WORKWEEK AND HOURS OF WORK (Continued)

### 5.7 Overtime – Non-exempt Employees

#### 5.7.1 Definition

Overtime is defined as authorized time in excess of eight (8) hours in any one (1) day or in excess for forty (40) hours worked in a week. For Association members working a four-ten schedule, overtime shall be granted for all hours worked in excess of the required ten (10) hour workday and hours worked on the 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup> days of the same week. For Association members working a 9/80 schedule, overtime shall be granted for all hours worked in excess of the required nine (9)-hour workday or a workweek in excess of forty (40) hours.

#### 5.7.2 Rate of Compensation

Overtime hours, as defined in this Chapter, shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular rate of pay.

#### 5.7.3 Forms of Compensation

Overtime compensation shall be in the form of compensatory time off or pay at the discretion of the District taking into consideration the available budget. Unused accrued compensatory time in excess of 240 hours will be paid off at the end of the fiscal year. (In accordance with FLSA, peace officers may elect to accumulate 480 [four hundred and eighty] hours.)

#### 5.7.4 Scheduling Compensatory Time Off

The compensatory time off shall be taken or scheduled no later than twelve (12) months from when it was earned. If the Association member has not requested and taken the compensatory time within this period, management shall determine when it shall be taken.

At the discretion of the appropriate President or Vice Chancellor:

- a. Unused accrued compensatory time may be scheduled in the first quarter following the maximum twelve (12) month period, or
- b. Unused accrued compensatory time can be paid off when program funds are available for this purpose.

#### 5.7.5 All accrued, unused compensatory time must be scheduled prior to termination/resignation.

## CHAPTER V - WORKWEEK AND HOURS OF WORK (Continued)

- 5.7.6 A non-exempt employee who is required to work on a District-recognized holiday shall be compensated one and one-half (1-1/2) times their regular rate of pay, plus holiday pay.

A non-exempt employee who is required to work on a District holiday in excess of his/her workday, will be compensated two and one-half (2-1/2) times for all time worked beyond the workday.

See Section 5.7.2

- 5.7.7 A non-exempt employee who is required to work on a District-recognized holiday shall be guaranteed a minimum four (4) hours work.

- 5.7.8 A non-exempt employee who is required to return to work shall be guaranteed four (4) hours work, which includes thirty (30) minutes travel time, and shall be compensated at one and one-half (1-1/2) times their regular rate of pay for hours in excess of their regular daily work schedule. A non-exempt employee who performs such work without returning to their work location will be compensated for the actual time worked at one and one-half (1-1/2) times their regular rate of pay for hours in excess of their regular daily work schedule without a guaranteed minimum.

- 5.7.9 An exempt employee who has completed his/her shift and is called back to work or requested to report earlier than their normal scheduled work day shall be guaranteed two and one-half (2-1/2) hours work, which includes thirty (30) minutes travel time, and shall receive compensatory time off at the rate of one and one-half (1-1/2) times in lieu of monetary compensation. If the accrued time cannot be scheduled to be taken within six (6) months of accrual, the exempt employee will receive pay for those hours at one and one-half (1-1/2) times their regular rate of pay.

### 5.8 Shift Differential Compensation

- 5.8.1 Effective September 1, 1989, 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.

- 5.8.2 Effective September 1, 1989, 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 five percent (5%).

## CHAPTER V - WORKWEEK AND HOURS OF WORK (Continued)

5.8.3 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 at a rate of seven and a half percent (7.5%) effective February 1, 2002, and also shall have one-half (1/2) hour luncheon break included within the eight (8) hour shift. Police Sergeants who are assigned to work the graveyard shift shall receive a seven and one-half percent (7.5%) shift differential effective July 1, 2000.

5.8.4 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 differential pay for that period.

### 5.9 Hours Worked

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

### 5.10 Out-of-Class Assignment

For any out-of-class assignment, an Association employee shall be paid an additive amount which, when added to his/her 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. Out-of-class pay shall be for assignments of 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 class, the principle of a five percent (5%) additive shall prevail.

### 5.11 Exempt Employees Absence for Less than One Day

An exempt employee's pay or leave credits shall not be subject to deductions for absences of less than a day. The employee shall advise his/her immediate manager in advance of such absences.

## CHAPTER VI

### PAY AND ALLOWANCES

#### 6.1 Pay Warrants

All regular paychecks of employees in the Supervisory and Professional Administrators Association 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.

#### 6.2 Underpayments or Overpayments

Proper salary range and step placement is the responsibility of the District. Association members are encouraged to examine their salary warrants regularly and Association members suspecting a salary or warrant error should bring the matter to the attention of the District Human Resources Office immediately.

In the even of underpayment or overpayment in an Association member's compensation, the following procedures shall control and be applicable only if the Association member agrees upon the fact and amount of underpayment or overpayment, and upon use of these procedures.

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected Association member or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the Association member.

In cases of overpayment, the Association member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the Association member's first pay warrant which includes a deduction for a portion of the overpayment.

In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected Association member's gross pay for that month, said deduction shall be limited to five percent (5%) of the Association member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

## CHAPTER VI - PAY AND ALLOWANCES (Continued)

### 6.3 Payroll Errors

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

### 6.4 Special Payments

Any payroll adjustment due an employee in the Supervisory and Professional Administrator Association as a result of working out-of-class, recomputation of hours, or other reasons other than procedural errors shall be adjusted on the next monthly payroll run or paid by manual check run at the District's discretion.

### 6.5 Lost Checks

Any paycheck for an employee in the Supervisory and Professional Administrators Association 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.

### 6.6 Promotion

Any employee in the Supervisory and Professional Administrators Association 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.

### 6.7 Mileage

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the prevailing IRS rate per mile for all actual miles driven on behalf of the District. Employees required to use some form of public transportation in lieu of a personal vehicle shall be reimbursed for the actual expenses incurred. Mileage expenses shall be payable in a separate warrant drawn against District Funds within fifteen (15) working days of receipt of the approved claim by the District.

### 6.8 Meals

Compensation will be in accordance with the provisions of District Procedure 8960.2.

## CHAPTER VI - PAY AND ALLOWANCES (Continued)

### 6.9 Lodging

Compensation will be in accordance with the provisions of District Procedure 8960.2.

### 6.10 Educational Incentive Program

A regular monthly employee covered by this Handbook shall be granted a one-step increase 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. Proof of satisfactory completion shall be provided by the eligible employee and forwarded to the office of Human Resources.

### 6.11 Tuition Reimbursement

Upon satisfactory completion of a job-related course from an accredited institution, industry certified agency or staff development program, an employee shall be reimbursed for tuition, registration fees, books, and laboratory fees; provided however, that the total amount reimbursed shall not exceed one thousand dollars (\$1,000) in any year (July 1 - June 30), and provided the total expended for all unit members does not exceed ten thousand dollars (\$10,000) per year (July 1 - June 30).

### 6.12 Leadership Development Fund

The District agrees to establish and the Association agrees to fund the sum of thirty-four thousand eight hundred seventy-six dollars (\$34,876) annually for career/leadership development activities. Use of the funds shall be at the direction of the Association, with consultation of the District.

### 6.13 Adjusted Workday

At the discretion of management, the workday may be adjusted to accommodate employees to attend approved courses for staff development.

### 6.14 The salary shall be paid in accordance with the Schedules in Appendix A-1A and Appendix A-1B.

### 6.15 Employer "Pickup" Program of Retirement Contributions

The District agrees to maintain an Employer "Pickup" Program of employee contributions to PERS under Internal Revenue Code 414 (h)(2). This allows the employee's gross salary to be reduced by the amount the employee contributes to PERS. Both federal and state taxes would be computed based upon this reduced gross.

## CHAPTER VI - PAY AND ALLOWANCES (Continued)

### 6.15 Employer "Pickup" Program of Retirement Contributions (Continued)

It is agreed that this "pickup" shall not be construed as requiring an increase or decrease in compensation for any employee and that employee contributions to PERS are still considered part of the employee's compensation for all purposes except tax deferral under the Employer Pickup Program.

It is agreed that the District has made no representation regarding tax or other consequences of the Employer Pickup Program 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.

### 6.16 RAF beginning July 1, 2008 Concepts: The Association and the District agree to develop a new RAF effective July 1, 2008, using the following concepts:

- Commitment by both parties to define a RAF and use it over the next three (3) years is preferable to traditional bargaining.
- RAF needs to be comprehensive, specific and simple enough to understand.
- RAF needs to account, from public documents, where the elements in any formula come from.
- Formulaic detail of the RAF needs to be very specific; cite verifiable sources.
- Clearly define limitations of what the unions may/may not purchase.
- Cost out methodology agreeable to both sides.
- RAF needs to function in all economic conditions.
- Identify sources of revenue that are inside and outside of the RAF.
- Language to deal with unforeseen circumstances.
- Commit to complete RAF by June 30, 2008.
- Be fiscally responsible RAF and employee-oriented for all Associations.
- Full cost of any improvements need to be realized out of the RAF.
- Long-term changes, or infrastructure changes that are outside of what the Association can allocate, must be mutually agreed upon.
- Applies only from this point forward.
- New RAF, new full cost out approach to methodology – no carry over from past practice.
- Upon agreement of the revenue stream, the following costs will include, such as:
  - Step and Column
  - 100% of mandated costs
  - Multi-year pricing when applicable

## CHAPTER VII

### SICK LEAVE AND PERSONAL NECESSITY LEAVE

#### 7.1 Sick Leave

##### 7.1.1 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 12.

##### 7.1.2 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 immediate supervisor for each separate time reporting period. Upon return the employee must file within five (5) 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 will be required on any leave over five (5) workdays. The physician's statement shall include the date on which the health condition began and a statement that the unit member is unable to perform her/his assigned duties. In cases of prolonged absences, the physician's statement shall also include the estimated duration of the condition. Not less than 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 specified in the District position description.

##### 7.1.3 Authorized Uses

Absence from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, or disability due to pregnancy, or absence to care for employee's sick child, parent, spouse, or domestic partner (as confidentially certified through the District's 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 VII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (Continued)

### 7.1.4 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.

### 7.1.5 Half-Salary Sick Leave

Monthly employees shall have a potential of one hundred (100) workdays of sick leave at half-salary. The actual half-salary days shall depend upon the number of full-salary sick leave days accrued such that the total of both does not exceed one hundred (100) workdays plus the current year's entitlement. An employee on half-salary sick leave at the end of the fiscal year who continues to be ill or injured shall be placed on full-salary sick leave to the limit of the new year's entitlement and then returned to half-salary sick leave for the new year's full annual entitlement.

### 7.1.6 Transfer of Accumulated Full-Salary Sick Leave

An 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:

- 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.

## CHAPTER VII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (Continued)

### 7.1.7 Extenuating Circumstances and Special Conditions

#### a. 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.

#### b. 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.

#### c. Sickness While On Duty (Non-exempt Employees)

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) minutes intervals.

#### d. Work While Convalescing

During an illness or while convalescing, an employee may, with supporting documentation from treating physician and the concurrence of the District, work part of a day and collect sick leave benefits for the remainder of the day.

#### e. Service Credit for Retirement

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 0.004 year of service credit for each accumulated, unused, full-salary day of sick leave.

## 7.2 Personal Necessity Leave

- 7.2.1 A maximum of seven (7) days of accumulated, full-salary sick leave credit may be used at the discretion of the Association member.

## CHAPTER VII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (Continued)

### 7.2 Personal Necessity Leave (Continued)

7.2.2 Absences for personal necessity may be taken in increments of fifteen (15) minutes or more and shall not be granted during a scheduled vacation or leave of absence.

7.2.3 Requests for Personal Necessity Leave are to be submitted in writing to the immediate supervisor for prior approval. In an emergency, requests for personal necessity may be made orally to the immediate supervisor. Upon return to duty a completed application for benefits prescribed and provided by the District shall be filed.

### 7.3 Sick Leave Conversion

Full-time employees who have worked July 1 through June 30 of a contract year, and who have used two (2) days or less sick leave during that period are eligible to request (by using the Vacation Request form submitted to Payroll) that three (3) days be converted from accumulated sick leave to vacation time. Those three (3) days of vacation time shall be scheduled at a time mutually agreed upon by the employee and his/her supervisor to be used during the following period August 1 through June 30 and if not used during that period shall again be converted to sick leave.

### 7.4 Catastrophic Illness or Injury Leave

Association members are permitted to contribute up to a maximum of five (5) accumulated vacation days or any number of excess sick leave days [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 Supervisory and Professional Administrators Association after the ill/injured employee makes the need known to the Payroll and Records Manager, their President/Vice Chancellor, or Association representative;
- c. The ill/injured employee must have exhausted all accrued full-salary paid leave;

CHAPTER VII - SICK LEAVE AND PERSONAL NECESSITY LEAVE (Continued)

7.4 Catastrophic Illness or Injury Leave (Continued)

- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) workdays may be utilized by the ill/injured employee per catastrophic illness/injury;
- f. Vacation or excess sick leave days donated will be paid at the salary level of the employee who receives such days.

7.5 Family Necessity Leave

A maximum of six (6) days or forty-eight (48) hours of accumulated, full-salary sick leave credit may be used in a calendar year for absence to care for the Association members' child, parent, spouse, domestic partner, or member of the immediate household necessitating family and medical care.

## CHAPTER VIII

### LONG-TERM LEAVE OF ABSENCE

#### 8.1 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 12.

#### 8.2 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.

#### 8.3 Authorized Uses

Long-Term leaves are authorized for the following uses:

##### 8.3.1 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.

##### 8.3.2 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.

##### 8.3.3 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 VIII - LONG-TERM LEAVE OF ABSENCE (Continued)

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

a. 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.

b. 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.

c. 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.

8.3.5 Other leaves may be approved by the Chancellor.

8.4 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).

8.5 Salary Consideration

All long-term leaves are taken without salary, except the first (1st) thirty (30) days of military leave or where FMLA/CFRA requires continued benefits. Salary step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, and military leaves or as required by FMLA/CFRA.

## CHAPTER VIII - LONG-TERM LEAVE OF ABSENCE (Continued)

### 8.6 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.

### 8.7 Return from Leave

8.7.1 An employee granted a leave of absence for health, professional study, military service, FMLA/CFRA 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 authorized leave, shall be returned to the position formerly held, or to a regular position of equal classification level and of similar requirements of ability and skill; or, the employee may request a position in a lower grade.

8.7.2 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 service.

## CHAPTER IX

### SABBATICAL LEAVE

- 9.1 Any permanent Supervisory and Professional Administrators Association member shall be eligible for a sabbatical leave after having satisfactorily served the District for six (6) consecutive years, and shall be eligible again upon the completion of each additional six (6) years of service. Options include:
- a. One (1) academic year or less at fifty percent (50%) salary.
  - b. Two (2) months in the summer added to one (1) month of regular earned vacation at full salary.
  - c. One (1) academic semester at full one hundred percent (100%) salary.
- 9.2 Approved purposes for a sabbatical leave include:
- a. Study.
  - b. Travel.
  - c. Research which will demonstrably contribute to professional growth.
- 9.3 A maximum of two (2) Supervisory and Professional Administrators shall be eligible for leave each fiscal year.
- 9.4 Applications for supervisory or professional sabbatical leave shall be filed through the Chancellor on the form prescribed and provided by the District Human Resources Office. Recommendation for approval/disapproval shall be communicated to the applicant within a reasonable time for application. Filing deadlines are:
- a. October 1 - for leave to begin in the spring semester.
  - b. February 15 - for summer leaves and leaves to begin the following academic year.
- 9.5 Final action taken by the Board shall be communicated to the Supervisory and Professional Administrator, with an explanation if disapproved.
- 9.6 Any Supervisory and Professional Administrator taking a sabbatical leave of one (1) academic year must return for a period of two (2) years, and any Supervisory and Professional Administrator taking a sabbatical leave for less than one (1) year must return for a period of one (1) year.

## CHAPTER X

### SHORT-TERM LEAVE OF ABSENCE

#### 10.1 Definition of Immediate Family

Immediate family shall include:

- a. The Association member's current spouse, domestic partner (as confidentially certified following approved District procedures), and any relative or person currently living in the Association member's immediate household; and
- b. The Association member's and his/her current spouse's or domestic partner's mother, stepmother, father, stepfather, grandparent, child, guardian, ward, grandchild, step child, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

The above definition shall apply wherever reference is made to immediate family in this Handbook.

#### 10.2 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 12.

#### 10.3 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.

#### 10.4 Authorized Leaves

Short-Term leaves are those which include the following:

##### 10.4.1 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.

CHAPTER X - SHORT-TERM LEAVE OF ABSENCE (Continued)

10.4.2 Bereavement Leave

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

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

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

b. Absence with pay for a period not to exceed three (3) workdays [five (5) workdays if out of state travel is required] shall be granted upon request, upon the death of the Association member'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 current spouse's or domestic partner's parent or child.

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

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

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

## CHAPTER X - SHORT-TERM LEAVE OF ABSENCE (Continued)

### 10.4.2 Bereavement Leave (Continued)

- d. Validation – Supervisor may request validation which may be in the form of memorial service announcement, published obituary, or other documentation. Additionally, supervisor may request for statement validating that Association member raised, or was raised, if the family member was not the Association member’s parent or child.
- e. Availability of Time – Leave 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.

### 10.4.3 Short-Term Military Leave

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.

- a. 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.
- b. 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.
- c. The Leave Request form shall be submitted with copies of official orders attached.

### 10.3.5 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 an employee shall be remitted to the Vice Chancellor, Business Services within ten (10) days of receipt of such fees.

CHAPTER X - SHORT-TERM LEAVE OF ABSENCE (Continued)

10.3.6 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.

## CHAPTER XI

### INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

#### 11.1 Eligibility

Industrial Accident and Illness Leave shall be available to members of the Association as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers Compensation Laws. Leave taken under this Chapter that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Chapter XII.

#### 11.2 Definition

For the purposes of this Chapter, an Industrial Accident or Illness Leave shall be defined as disability absences resulting from an injury or illness, as determined to be a valid Workers' Compensation claim by the District's Workers' Compensation insurer or Claims Administrator. If a Workers' Compensation claim is denied, the affected Association member may appeal his/her claim to the Workers' Compensation Appeals Board pursuant to Section 5270 et. seq. and Sections 5300 et. seq. of the Labor Code and other applicable laws.

#### 11.3 Notification

The District shall provide Association members when first employed and annually thereafter, with written notification of their rights, benefits and obligations under Workers' Compensation laws including but not limited to Association members' rights pursuant to Title 8, Section 9782 of the California Code of Regulations, to select a medical care provider prior to a work-related accident or illness. The District shall post and keep posted in conspicuous location frequented by Association members a notice of their rights, benefits and obligation under Workers' Compensation laws as per Title 8 of the California Code of Regulations, Section 9881. Other relevant notification requirements as specified by the Labor Code or the California Code of Regulations shall also apply.

#### 11.4 Application for Industrial Accident and Illness Leave

An Association member shall report to his/her immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

## CHAPTER XI - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (Continued)

### 11.4 Application for Industrial Accident and Illness Leave (Continued)

Separate applications for leave shall be made to the Association member's immediate supervisor for each time reporting period only on the District provided leave form. Each application shall be accompanied by the treating medical provider's signed statement, either on the District's prescribed forms or on the medical provider's official stationery or appropriate form, specifying the duration of the leave.

### 11.5 Leave Allowance

As authorized by Education Code 88192, the District provides a total of up to sixty (60) days of full pay leave for each industrial accident or illness commencing on the first (1<sup>st</sup>) day of absence. For the purposes of this Chapter, a full day of leave is equivalent to the Association member's usual workday. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the Association member shall be entitled to only the amount of unused leave due him/her for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accident or Illness Leave shall not accumulate from year to year.

Industrial Accident Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

In the event that an absence has not been approved as a valid Industrial Accident or Illness Leave when the payroll for the Association member is being computed, the Association member's normal sick leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness, the regular sick leave balance will then be adjusted to its previous balance.

### 11.6 Compensation

The District provides the Association member his/her regular salary during the first sixty (60) working days of each approved industrial accident claim commencing with the first (1<sup>st</sup>) day of absence. Therefore, the Association member will have the option of receiving his/her regular pay utilizing any temporary disability allowance he/she is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or days of half-salary sick leave. The amount of sick or other paid leave will be used only in the amount needed to provide the normal wage or salary. If the Association member chooses not to utilize any paid leave(s), he/she must notify the District Payroll Department in writing of this intent prior to the leave(s) being used.

In no event shall the Association member, for any period of disability, receive compensation greater than his/her normal salary.

## CHAPTER XI - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (Continued)

### 11.6 Compensation (Continued)

An Association member on paid leave due to an industrial illness or injury is entitled to all salary increases he/she would normally receive.

Any drafts or checks received by the Association member representing temporary disability benefits payable under the Workers' Compensation laws for a period of disability for which the Association member is receiving full salary shall be endorsed and given to the District.

Approved costs related to medical care, temporary and permanent disability payments, job displacement benefits, travel expenses and death benefits shall be paid as required by law.

### 11.7 Return to Work

Prior to returning from a work-related injury or illness, Association members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the Association member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the Association member's fitness to return to work.

Upon return to work the Association member shall file within five (5) days for any remaining leave taken and not covered under previous applications.

Return to work with work restrictions shall be at the discretion of the District.

### 11.8 Leave Available Upon Expiration of Accident Leave

Sick leave, vacation, compensatory time off, or other leaves as described in this Handbook may be used upon the expiration of the accident leave.

### 11.9 Unpaid Health Leaves

After all paid leaves have been exhausted, and the Association member is not medically cleared to report to work, the Association member may request an unpaid leave. Approval of such request shall be at the discretion of the District.

CHAPTER XI - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (Continued)

11.10 Absence Beyond Expiration of All Leaves

11.10.1 When all available paid or unpaid leaves of absence have been exhausted and the Association member is not medically cleared to resume the regular duties of his/her position, the Association member shall either retire, if eligible, resign, or be dismissed for reasons of health. The Association member's name shall be placed on a reemployment list for a period of thirty-nine (39) months.

11.10.2 If the Association member is medically cleared by the District during the thirty-nine (39) month period, the Association member 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. An Association member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses to accept an appropriate assignment, shall have his/her name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

11.10.3 An Association member unable to return to work in his/her regular assignment or whose position cannot be modified shall be notified of and entitled job displacement benefits as prescribed by law.

11.11 Absence from State

Any Association member receiving benefits as a result of this Section, shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

CHAPTER XII

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

The parties recognize that this language is based on an active body of law and, as changes occur, the law will prevail.

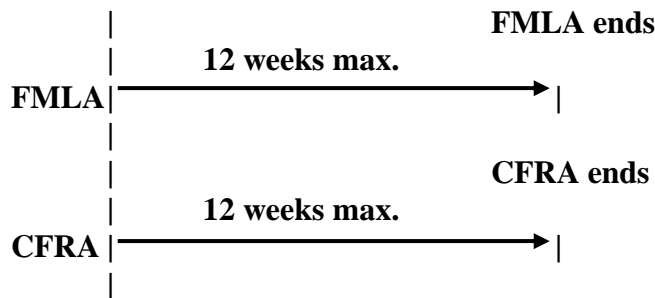
12.1 FMLA/CFRA

12.1.1 Definitions

- FMLA- Family Medical Leave Act administered by the United States Department of Labor.
  - CFRA – California Family Rights Act administered by the California Department of Fair Employment and Housing.
- These two acts run concurrently.

12.1.2 Conditions

FMLA and CFRA shall run concurrently, except in the case when PDL is used. All District-approved leaves of absence taken in accordance with this Handbook, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the FMLA/CFRA. The District has adopted the “rolling 12-month period” for determining eligibility. This means that the District will measure back 12 months from the date of the qualifying event. Unused FMLA/CFRA leave shall not accrue from 12-month period to 12-month period.



12.1.3 Eligibility

An Association member is eligible for a FMLA/CFRA leave if he/she: (1) has been employed for at least twelve (12) months; and (2) has a minimum of 1250 (twelve hundred fifty) hours of service (hours worked) in the twelve (12)-month period immediately preceding the leave.

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

12.1.4 Notice

Association members wishing to take family and medical leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the Association member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever an Association member provides notice to the District of the need for FMLA leave, the District is required to provide the Association member with a notice detailing the specific expectations and obligations of the Association member and explaining any consequences of the failure to meet these obligations.

12.1.5 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 Handbook may exceed twelve (12) weeks; however; nothing in this Handbook is intended to extend the provisions of the FMLA/CFRA. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

12.1.6 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying":

- (1) The birth of a child of the Association member, and to care for the newborn child;
- (2) The placement of a child with the Association member for adoption or foster care;
- (3) Providing for the care of the Association member's parent, child, spouse or domestic partner who has a serious health condition;
- (4) Because of a serious health condition that makes the Association member unable to perform the functions of his/her position.

Unlike the FMLA, CFRA does not include pregnancy or related medical conditions within the definition of serious health condition (refer to Chapter 12.2).

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

12.1.7 Medical Certification

Association 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 for the Association member's own serious health condition shall include:

- (1) The date when the serious health condition began;
- (2) The probable duration of the condition; and
- (3) A statement that due to the serious health condition, the Association member is unable to perform the functions of his or her position.

Medical certification is required when the Association member requests leave for the care of the Association member's seriously ill child, parent, spouse or domestic partner and shall include:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) An estimate of the time the health care provider believes the Association member needs to care for the individual requiring the care; and
- (4) A statement that the serious health condition warrants the participation of a family member to provide care.

The District also may require that the Association member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

12.2 FMLA/PDL

12.2.1 Definition

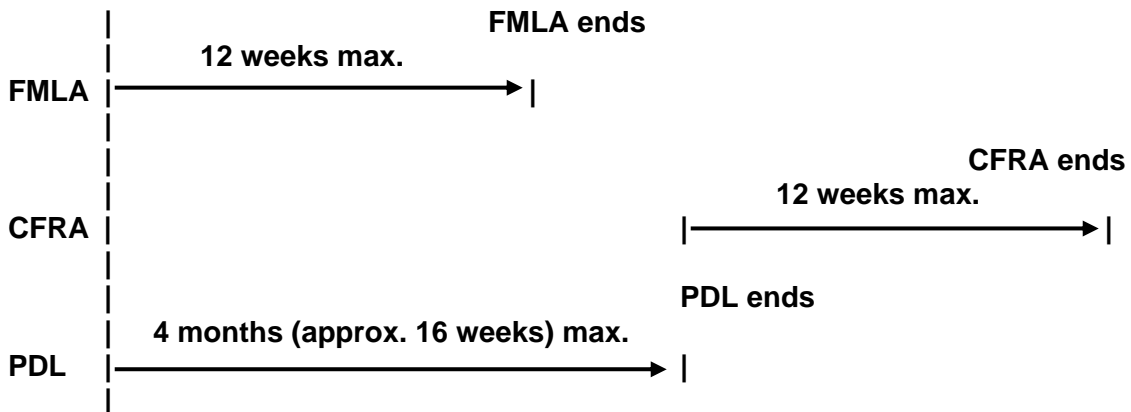
- FMLA – Family Medical Leave Act administered by the United States Department of Labor.
  - PDL – Pregnancy Disability Leave.
- These two (2) acts run concurrently.

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

12.2.2 Conditions

An Association member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. PDL shall run concurrently with FMLA only. All District-approved leaves of absence taken in accordance with this Handbook, paid or unpaid, that are FMLA/PDL qualifying shall run concurrent with the leave provided for under the FMLA/PDL. All other conditions noted in Chapter 12.1.2 shall apply.

Separately CFRA leave may, but need not, commence once the child is born. When the child is born, the woman has a choice of either continuing on FMLA/PDL until the disability period ends and then beginning CFRA bonding leave, or commencing CFRA bonding leave immediately. CFRA bonding leave need not be taken right after the baby is born but, if taken, must be concluded within one (1) year of the child's birth.



12.2.3 Eligibility

Pregnancy Disability Leave is available to probationary employees upon the date of hire. PDL is available to permanent Association members and will run concurrently with FMLA.

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

12.2.4 Association members wishing to take FMLA/PDL must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the Association member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever an Association member provides notice to the District of the need for FMLA/PDL leave, the District is required to provide the Association member with a notice detailing the specific expectations and obligations of the Association member and explaining any consequences of the failure to meet these obligations.

12.2.5 Duration

The duration of the Pregnancy Disability 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 Handbook may exceed four (4) months; however; nothing in this Handbook is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

12.2.6 FMLA/PDL Qualifying Reason

The qualifying reason is when a woman's pregnancy precludes her from performing her job (i.e. her absence from work is medically necessary because she is disabled by pregnancy).

12.2.7 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. The District also may require that the Association member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA/PDL leave to report periodically on the employee's status and intent to return to work.

12.3 Compensation

Leaves as described in this Chapter are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves.

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

12.4 Maintenance of Health Benefits

The District shall maintain the Association member's health benefits coverage during the leave period as if the Association member were still actively working.

12.5 Reinstatement

The District shall reinstate an Association member on leave as provided for in this Chapter and the requirements of the law, to an equivalent position with the same pay and benefits, upon the Association member's timely return from leave.

## 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/Vice Chancellor.

#### 13.3 Vacation Allowance

- 1) Effective January 1, 2001, the vacation accrual rate for employees who have one (1) through five (5) years of supervisory service will be increased to twenty-two (22) days per year (1.8 days or 14.67 hours per month).
- 2) Following the first day of the first month after completion of the fifth (5th) year and thereafter of supervisory service: 2.08 days (16.67 hours) for full-time assignment (approximately twenty-five [25] days per year).

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

13.3.1 When hired into a classified position from a temporary, hourly position, an employee who has worked full time without a change in that position may 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.

13.3.2 Vacation accruals shall be prorated for employees working less than full time.

## CHAPTER XIII - VACATION (Continued)

13.3.3 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by his/her current accrual rate. Effective July 31, 2008, and each July 31 thereafter the Human Resources Department shall inform, in writing, the manager and the Association member of vacation accrued in excess of this amount as of July 1. The Association member will have thirty (30) days to schedule this excess vacation amount to be taken by the following six (6) months. If not scheduled within thirty (30) days, the manager shall schedule the excess vacation usage and the employee must use it within the six (6)- month period.

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

13.3.4 The direct supervisor shall work with the Association member to insure that the Association 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 A month shall be defined as employment for at least fifteen (15) calendar days for purposes of crediting/not crediting the first month of a new hire.

13.3.6 Employees who become ill while on vacation may, provided they submit a written notice from the treating physician, substitute sick leave for any vacation time lost due to illness.

13.3.7 Effective January 1, 1999, District employees who are promoted into this Association shall be eligible upon request to accrue vacation at the rate achieved in the former unit.

### 13.4 Break in Service

13.4.1 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.

13.4.2 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.

## CHAPTER XIII - VACATION (Continued)

### 13.5 Ten- And Eleven-Month Employees

13.5.1 Vacation days for these employees may be scheduled during the 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.

## 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 Association members shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 25 and January 1 and is not one of the regular designated District holidays. Employees who work other than Monday through Friday will receive the same number of bonus days, but not more than an employee working Monday through Friday.
- 14.3 Supervisory employees shall be represented on any Districtwide committee established to study and effectively recommend a District Academic Calendar to the Chancellor.

CHAPTER XV

INSURANCE BENEFITS

- 15.1 The full individual premium shall be paid by the District towards the cost of group long-term disability insurance for eligible employees; and the District shall also pay the full individual premium (which shall include coverage for dependents) towards the cost of vision insurance for eligible employees. The District shall contribute towards the dental and medical premiums as set forth below.

Effective January 1, 1999, the District will contribute the cost of medical, dental, and vision benefits for domestic partners that are enrolled by eligible unit members in accordance with VEBA rules.

The District shall provide to each eligible employee a choice, including at least one Health Maintenance Organization Plan option, or comprehensive group medical plan option during open enrollment periods.

Health: The District shall contribute up to \$661.53 per month, effective January 1, 2008, toward the cost of the premium (which includes coverage for the employee, spouse or domestic partner and dependents) for the Kaiser HMO medical insurance plan option offered by the District.

The District shall contribute up to \$661.53 per month, effective January 1, 2008, toward the cost of the premium (which includes coverage for the employee, spouse or domestic partner and dependants) for the PacifiCare HMO medical insurance plan option offered by the District.

If in the future there is an increase in premium rates, the District will increase its maximum contribution to the premium costs for medial, dental and vision plan coverage described herein, to the maximum amount it contributes for comparable coverage for the Management Employee Unit.

- 15.2 Dental: The District shall contribute up to a maximum of \$95.11 a month for a group dental plan providing a \$2,000 of annual coverage for the employee, spouse or domestic partner and dependents.
- 15.3 The District will contribute up to \$31.00 per month toward the cost of \$100,000 straight term life insurance for each employee.

## CHAPTER XV - INSURANCE BENEFITS (Continued)

### 15.4 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.

### 15.5 Retirees

The District shall contribute the same amount as for active SPAA members toward the cost of the premium for any of the group medical insurance plans for all eligible retirees who were SPAA members at the time of their retirement and 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.

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.

### 15.6 Early Retirement Incentive

Supervisory and Professional Administrators Association members retiring before December 31, 2010, 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.

To qualify for this pre-retirement leave the employee must notify the District of their intention to exercise this option at least three (3) months in advance of their beginning the pre-retirement leave (six [6] months prior to their actual date of retirement).

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

## CHAPTER XVI

### EMPLOYEES EXPENSES AND MATERIALS

- 16.1 An employee who is required to utilize his personal vehicle in District business, shall be compensated at the prevailing rate for District business mileage.
- 16.2 The District insurance coverage is available to employees who may be sued for actions arising while engaged in District business. District insurance is always supplementary to personal insurance coverage.
- 16.3 The full cost of any meals, lodging, travel and related expenses incurred in the course of conducting assigned District business shall be paid by the District. Travel outside the District is subject to the approval of the Chancellor; travel outside the state is subject to the approval of the Board.
- 16.4 A second trip between home and work generated by a split shift assignment shall be considered reimbursable mileage under paragraph 16.2 above.

## CHAPTER XVII

### GRIEVANCE PROCEDURE

#### 17.1 Definitions

- 17.1.1 A grievance may be filed whenever a party alleges that there has been a violation of the terms of this Handbook.
- 17.1.2 An immediate supervisor means the individual who assigns, reviews, and directs the work of the grieving employee.
- 17.1.3 A grievant is an employee of the District, a group of employees or the Association.
- 17.1.4 The failure of the Association or 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.
- 17.1.5 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.
- 17.1.6 Days shall mean calendar days.
- 17.1.7 Reference to any management representative shall include designee.

#### 17.2 Procedure

- 17.2.1 Step I -- 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. When the Association is the grievant, the matter may be brought directly to the attention of the Vice Chancellor, Human Resources.

## CHAPTER XVII - GRIEVANCE PROCEDURE (Continued)

17.2.2 Step II -- If the grievance cannot be resolved informally, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Such forms are available in the District Human Resources Office. 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.

17.2.3 Step III -- 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.

### 17.2.4 Step IV – Mediation (Optional)

If the grievance is not resolved at Step III either party may request mediation. However, both parties must agree to the use of the mediation process. Such request shall be made in writing to the Vice Chancellor, Human Resources, or the designee, within twelve (12) days of the Step III decision. Both parties shall be notified when the request for mediation is made.

If the use of mediation is agreed to, within twelve (12) days of receipt of the request for mediation, the Human Resources Office shall request the services of the California Mediation Service.

The mediation session shall be scheduled at the earliest date that the mediator is available. The mediator shall meet with the parties in an effort to resolve the grievance. The mediator shall have no authority to impose a settlement upon the parties.

### 17.2.5 Step V – Arbitration

Within forty-five (45) days following receipt by the grievant of the Third Step decision, the grievance may be submitted to advisory arbitration with approval of the Association except in the case of an appeal of a disciplinary action (see 17.3). The request for advisory arbitration shall be made in writing to the Vice Chancellor, Human Resources on the grievance form provided by the District.

## CHAPTER XVII - GRIEVANCE PROCEDURE (Continued)

### 17.2.5 Step V – Arbitration (Continued)

Within five (5) days after receiving the request for advisory arbitration, the District shall request the State Conciliation Service to supply a hearing officer. This person shall be designated as the arbiter. Fees and expenses, if any, of the arbiter shall be shared by the District and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The hearing officer shall present his/her written advisory decision to the grievant and to the District.

Either the grievant or the District may appeal the advisory decision of the hearing officer to the Board of Trustees within twelve (12) days after receipt of such advisory decision. Thereafter, the final decision shall be made by the Board of Trustees in a timely manner.

### 17.3 Restrictions

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

An employee who is appealing discipline that is subject to the grievance process may file the request for arbitration without the Association's concurrence. In such case, the employee will bear half the cost of the arbiter and all costs associated with such representation.

An appeal of discipline (request for advisory arbitration) shall be made in writing to the Vice Chancellor, Human Resources within forty-five (45) days of the date of the final notice of discipline.

17.3.2 A grievant shall have the right to representation at each step in the process; and any grievance being heard at Step III and/or IV shall be so conducted after prior notice to the District's Supervisory and Professional Administrators Association. The Association shall have the right to be represented at any such meetings. The grievance cannot proceed to arbitration without the approval of the Association.

17.3.3 Whenever an officer of the District is named in this process, and is directly involved in an earlier step of the procedure, he/she shall be disqualified from subsequent hearing responsibility, and the grievant shall have access to the next grievance step.

## CHAPTER XVIII

### PERFORMANCE EVALUATION

#### 18.1 Probationary and Restricted Employees

Prior to the end of the fifth (5th) and tenth (10th) months, the employee shall be evaluated by the designated supervisor, using the form provided by the District. 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.

#### 18.2 Permanent Employees

An evaluation instrument identical to that of Management employees will be used for the evaluation of supervisory and professional administrators. This instrument will be implemented immediately.

#### 18.3 Performance Evaluation

Effective January 1, 1998, the dates for the performance evaluation cycle for the Supervisory and Professional Administrators Association members shall be the same as those for managers.

1. The joint District and Supervisory and Professional Administrators Association goal is the development of supervisory/professional administrators through evaluation and professional growth to enhance leadership.

The purpose of administrative evaluation shall be to assess a supervisory/professional administrator's effectiveness, to encourage professional growth, and to make informed decisions regarding retention. The District is committed to the goal of strengthening supervisory/professional administrators through professional development activities and evaluation of performance.

2. Instruments

Any evaluation of supervisory/professional administrators will incorporate and utilize an instrument approved jointly by the District and the Supervisory and Professional Administrators Association. Any other evaluation instrument introduced as an addendum or replacement shall be reviewed and agreed upon in the meet and confer process involving the District and representatives of the Supervisory and Professional Administrators Association.

CHAPTER XVIII - PERFORMANCE EVALUATION (Continued)

3. Frequency

A comprehensive evaluation shall be completed following the frequency described below:

- a. Annually during the first four (4) years of employment in the position.
- b. Every three (3) years thereafter for supervisory/professional administrators not affected by provision A.
- c. An interim evaluation may be initiated at any time by the supervisory/professional administrator or by the supervisory/professional administrator's manager/supervisor.

## CHAPTER XIX

### DUE PROCESS

#### 19.1 Discipline

- 19.1.1 The District shall maintain the right to warn, reprimand, suspend, demote or discharge any employee for cause.
- 19.1.2 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 incumbent 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.
- 19.1.3 An employee absent from duty without permission for five (5) consecutive working days shall be considered to have voluntarily resigned.
- 19.1.4 An employee may be discharged during the first twelve (12) months of employment as a regular monthly employee without recourse to the grievance procedure.

#### 19.2 Due Process

- 19.2.1 When problems arise in the performance of assigned duties and responsibilities, the District will make reasonable attempts to assist the Association member in correcting those problems. When discipline is warranted, such discipline shall be:

1. Administered progressively;
2. Based upon thorough investigations of allegations of misconduct;
3. Proportionate to the alleged offense.

Nothing herein shall limit the District's ability to respond to serious offenses by taking action not usually prescribed as an initial step in a progressive discipline process.

Employees shall be free from disciplinary action without proper regard to due process.

## CHAPTER XIX - DUE PROCESS (Continued)

- 19.2.2 All permanent employees are eligible for a predisciplinary 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.
- 19.2.3 In all cases involving a predisciplinary 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,
  - 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.
- 19.2.4 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.
- 19.2.5 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.
- 19.2.6 Only disciplinary actions which involve the deprivation of salary or termination of employment are subject to the grievance procedure and only after the hearing officer's decision has been served on the employee.

## CHAPTER XX

### SENIORITY

#### 20.1 Order of Layoff

Whenever a unit employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Employees who have been laid off because of a lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time they will be reemployed in preference to new applicants. If the employee refuses an equal reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

Notification to recall shall be made by personal contact or certified mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) days after receipt of the notification, and arrange the time to return to work. The employee must, however, be available within twenty (20) days of notice.

#### 20.2 Voluntary Demotion or Voluntary Reduction in Hours

Association employees who are designated for layoff may exercise displacement rights (bumping) into any classification, within a current or previously held class, providing they meet minimum qualifications and providing that the classification into which they are bumping is equal or lower than that classification in which the employee has served.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list. Salary placement shall be made in accordance with Chapter IV, Section 4.1.

#### 20.3 Assignment to a Vacant Position

An employee who is qualified may be assigned by the District to a vacant position if the employee is unable to exercise any rights under Section 20.1 and 20.2 of this Chapter. The following conditions shall prevail:

## CHAPTER XX - SENIORITY (Continued)

### 20.3 Assignment to a Vacant Position (Continued)

- 20.3.1 The District shall determine which positions are vacant.
- 20.3.2 The District shall determine the employee's qualifications to be assigned to a vacant position in lieu of layoff.
- 20.3.3 An employee assigned to a vacant position shall serve a new probationary period.
  - a. If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the thirty-nine (39) month recall right to the former classification.
  - b. An employee who is terminated during the probationary period is deemed to be on layoff. The time served in the probationary period will be subtracted from the thirty-nine (39) months to which the employee was originally entitled.
- 20.3.4 Assignment to a vacant position will be offered only once at the time of layoff notice. An employee will be considered for the recall rights, under subsection 20.1 during the thirty-(30) day notice period.
- 20.3.5 No grievance may be filed as a result of any action taken under Chapter XX of this Handbook.

### 20.4 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Handbook.

### 20.5 Seniority

Seniority shall be determined by date of service in assigned classification(s).

### 20.6 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made on the basis of the greater District/overall seniority; if that be equal, then the determination shall be made by lot.

## CHAPTER XX - SENIORITY (Continued)

### 20.7 Seniority - Reclassification

When the District acts to reclassify, and as a result, two (2) or more classifications are merged or titles are changed and a previous classification is abolished, the seniority of regular employees who are reclassified will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.

### 20.8 Retirement in Lieu of Layoff

Any employee in the unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) work days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

However, the employee shall not be eligible for reemployment during such other period of time as may be specified by PERS regulations.

The District agrees that when an offer of reemployment is made to an eligible person retired under this Chapter, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

An employee subject to this section who retires and is eligible for reemployment and who declines an offer of employment equal to that from which laid off shall be deemed to be permanently retired.

Any election to retire after being placed on a reemployment list shall be deemed retirement in lieu of layoff within the meaning of this section.

### 20.9 Reemployment in Highest Class

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

## CHAPTER XXI

### PEACE OFFICERS

The following provisions apply to Peace Officer members employed pursuant to Penal Code Section 830.32.

- 21.1 Peace Officers shall be deemed Public Safety Officers and as such shall be protected under the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300-3311, which is incorporated by reference.
- 21.2 Peace Officers shall be deemed Peace Officers under Government Code 50920-22 and as such shall be extended the protection afforded to Peace Officers covered under Government Code Sections 50920-22, which are incorporated by reference.
- 21.3 The District will provide each new uniformed supervising officer with a new uniform. The uniform shall consist of two (2) shirts, two (2) trousers, and one (1) jacket. The District will also provide leather and safety equipment deemed necessary and/or appropriate by management. Safety equipment shall include a bulletproof vest. The bulletproof vest issued by the District is to be worn, according to Department procedures, at all times while on duty. All safety/leather equipment shall remain the property of the District upon the employee's termination of employment from the District.

Routine replacement, maintenance, and cleaning cost of the uniform shall be borne by the employee.

The District agrees to pay each uniformed supervisor officer covered by this Handbook a monthly additive equal to that established for all uniformed officers as a "uniform allowance."

The Uniform Allowance shall be subject to all applicable taxes and contributions (federal, state, and Public Employees Retirement System).

- 21.4 The market study delineated in Chapter 24, for the purpose of determining compensation, will consider employer and member cost for salary, Safety PERS and social security.

## CHAPTER XXII

### COMPUTER LOAN PROGRAM

The following program will be continued until or unless six (6) months advance notice is provided by the District for discontinuance. The reasons for discontinuance will be provided by the District and may include legal or financial reasons or other reasons.

Association members may submit a request to the designated representative of the Supervisory/Professional Administrators Association, to borrow from a Computer Fund an amount not to exceed \$2000 (two thousand dollars) for the purchase of computer equipment and/or software. The specific timelines/application forms will be announced by the Supervisory and Professional Administrators Association to all Association members. A lottery-type drawing will be held at the District Office. All names will be drawn and a priority list of buyers established. Names will then be selected from the top of the list until the \$35,000 (thirty-five thousand dollars) allocation is gone. The remaining names will be placed on a waiting list in priority order. Each six (6) months the District will determine how much money has been reimbursed to the District and will make that amount available for additional employees to participate in the program.

The Supervisory and Professional Administrators Association will submit a list of the selected buyers and a copy of the waiting list to the District. Buyers will be notified by the Supervisory and Professional Administrators Association that they have been selected to receive the interest free loan. The buyer must then submit a quote from the vendor and a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. The buyer will have the option to choose to purchase from any vendor currently used by the District.

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.

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 XXIII

### ASSOCIATION RIGHTS

#### 23.1 Paid Released Time

23.1.1 Meeting and Negotiating. The Association shall have the sole right to designate up to five (5) District employees for meeting and negotiating with the District without loss of compensation.

23.1.2 Designated officers and/or site representative shall receive reasonable periods of released time without loss of compensation for the investigation and processing of grievances.

23.1.3 The Association or the employee shall have the right for one (1) District employee representative at meetings scheduled for the purpose of addressing disciplinary matters.

23.1.4 Up to a maximum of five (5) designated officers and/or site representatives shall receive reasonable periods of released time without loss of compensation to attend District consultation meetings, and up to a maximum of one (1) designated officer to attend functions designated elsewhere in this Handbook, e.g., District Governance Council, Board meetings if Association business is on the agenda. The Association members must give at least one (1) day of prior notice to their immediate supervisor.

23.1.5 The District agrees to provide a cumulative maximum of eighty (80) hours of paid released time for the Association officers per fiscal year for attendance at Association-approved meetings or conference(s).

#### 23.2 Association Officers

The Association shall notify the District of the names and assignments of all duly appointed Association officers and the District agrees to recognize only these Association officers as those duly appointed to receive grievances or act on behalf of the Association.

#### 23.3 No Discrimination Due to Association Activity

The District shall not interfere with, intimidate, restrain, coerce, or discriminate against Association members because of membership, participation, or holding office in the Association.

## CHAPTER XXIV

### DURATION

This Handbook becomes effective the first day of January 2008, and remains in full force and effect through and including the last day of December 2010. Changes to and interpretations of this Handbook may be effected through the meet-and-confer process at any time while it is in force. It is not the intent of the District to preclude the recognition of an exclusive representative, during the effective period of this Handbook, should employees choose to organize under the provisions of the California Educational Employment Relations Act.

The parties agree to meet during the course of this Handbook (reopener) to discuss a new Resource Allocation Formula, establishment and implementation of a leadership development program, comprehensive changes to the evaluation system, the disciplinary process, Safety PERS for Police Supervisors, insurance in lieu of Safety PERS for Police Supervisors, and any other mutually agreed upon items.

The District will conduct a compensation study of representative positions within the Association within the duration of this Handbook. The District will consult with the Association regarding study methodology, positions to be studied, and such other issues as necessary to establish a true comparison of compensation for jobs studies.

The District and the Association agree to meet during the duration of this Handbook to establish rules for the selection of Association members for available training, development, acting and interim assignments, and to determine the appropriate compensation for such assignments.

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION  
 SALARY SCHEDULE A

January 1, 2008 – December 31, 2008

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I
13	5,282	5,546	5,823	6,114	6,420	6,741	7,078	7,432	7,655
12	4,967	5,215	5,476	5,750	6,038	6,340	6,657	6,990	7,200
11	4,673	4,907	5,152	5,410	5,681	5,965	6,263	6,576	6,773
10	4,409	4,629	4,860	5,103	5,358	5,626	5,907	6,202	6,388
9	4,164	4,372	4,591	4,821	5,062	5,315	5,581	5,860	6,036
8	3,943	4,140	4,347	4,564	4,792	5,032	5,284	5,548	5,714
7	3,743	3,930	4,127	4,333	4,550	4,778	5,017	5,268	5,426
7A**	3,421	3,592	3,772	3,961	4,159	4,367	4,585	4,814	4,958
6	3,556	3,734	3,921	4,117	4,323	4,539	4,766	5,004	5,154
5	3,392	3,562	3,740	3,927	4,123	4,329	4,545	4,772	4,915
4	3,235	3,397	3,567	3,745	3,932	4,129	4,335	4,552	4,689
3	3,100	3,255	3,418	3,589	3,768	3,956	4,154	4,362	4,493
2	2,973	3,122	3,278	3,442	3,614	3,795	3,985	4,184	4,310
1	2,847	2,989	3,138	3,295	3,460	3,633	3,815	4,006	4,126

\* Includes 3% Step I added effective January 1, 2008.

\*\* This range is only to be used for the Food Service Supervisor classification.

Management Incentive Pay:

Due to the unique nature of Association members' positions, the District agrees to pay \$100 (one hundred dollars) per month to all Association members in paid status. Effective January 1, 2008, this amount will be increased by \$155 (one hundred fifty-five dollars) per month for a total of \$255 (two hundred fifty-five dollars) per month.

Management Incentive Pay: (Continued)

Employees within the group cannot have the option to take time off or receive extra pay instead of receiving this Management Incentive Pay. This compensation is paid and reported monthly as earned and is for duties performed during normal work hours. This compensation cannot be for overtime, or in lieu of other benefits excluded under the statutes, or for special compensation not otherwise listed in California Code of Regulations, Section 571.

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
 SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION  
 SALARY SCHEDULE B

January 1, 2008 – December 31, 2008

LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I
A	3,632	3,814	4,005	4,205	4,415	4,636	4,868	5,111	5,264
B	3,891	4,086	4,290	4,505	4,730	4,967	5,215	5,476	5,640
C	4,004	4,204	4,414	4,635	4,867	5,110	5,366	5,634	5,803
D	4,219	4,430	4,652	4,885	5,129	5,385	5,654	5,937	6,115
E	4,455	4,678	4,912	5,158	5,416	5,687	5,971	6,270	6,458
F	4,718	4,954	5,202	5,462	5,735	6,022	6,323	6,639	6,838
G	5,000	5,250	5,513	5,789	6,078	6,382	6,701	7,036	7,247
H	5,128	5,384	5,653	5,936	6,233	6,545	6,872	7,216	7,432
I	5,652	5,935	6,232	6,544	6,871	7,215	7,576	7,955	8,194
J	5,511	5,787	6,076	6,380	6,699	7,034	7,386	7,755	7,988
K	5,652	5,935	6,232	6,544	6,871	7,215	7,576	7,955	8,194
L	5,812	6,103	6,408	6,728	7,064	7,417	7,788	8,177	8,422
M	6,102	6,407	6,727	7,063	7,416	7,787	8,176	8,585	8,843

\* Includes 3% Step I added effective January 1, 2008.

This salary schedule includes classifications which received an additional adjustment as a result of the 2005 Market Study. Effective January 1, 2007, Ranges I and K are the same.

Management Incentive Pay:

Due to the unique nature of Association members' positions, the District agrees to pay \$100 (one hundred dollars) per month to all Association members in paid status. Effective January 1, 2008, this amount will be increased by \$155 (one hundred fifty-five dollars) per month for a total of \$255 (two hundred fifty-five dollars) per month.

Management Incentive Pay: (Continued)

Employees within the group cannot have the option to take time off or receive extra pay instead of receiving this Management Incentive Pay. This compensation is paid and reported monthly as earned and is for duties performed during normal work hours. This compensation cannot be for overtime, or in lieu of other benefits excluded under the statutes, or for special compensation not otherwise listed in California Code of Regulations, Section 571.

Resource Allocation Formula Economic Improvements:

- Effective July 1, 2007, a one time payment will be made by taking the salary schedule monthly base for the month of November 2007 which will be multiplied by 4.26 % multiplied by six (6) months. (Employees who have not worked the entire six (6)-month period July 1 2007 - December 31, 2007 will have their off schedule payment prorated.)
- Effective January 1, 2008, new salary Step "I" will be added to all ranges of Schedules A and B. The amount of said step shall be three percent (3.0 %) higher than Step "H" on all ranges.
- Effective January 1, 2008, increase Management Incentive Pay by \$155 a month for each unit member in paid status.
- Effective January 1, 2008, \$10,969 (from balance of RAF) for Leadership Development Fund.
- Effective May 1, 2008, increase the salary of position 2045622 by \$32.00 per month to bring said position to Schedule "A", Range 13, Step A.
- Effective July 1, 2008, Growth Funds in the amount of \$23,907 from the 2006-07 RAF for Leadership Development Fund.

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION  
 SALARY SCHEDULE A

January 1, 2007 – December 31, 2007

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
13	5,282	5,546	5,823	6,114	6,420	6,741	7,078	7,432
12	4,967	5,215	5,476	5,750	6,038	6,340	6,657	6,990
11	4,673	4,907	5,152	5,410	5,681	5,965	6,263	6,576
10	4,409	4,629	4,860	5,103	5,358	5,626	5,907	6,202
9	4,164	4,372	4,591	4,821	5,062	5,315	5,581	5,860
8	3,943	4,140	4,347	4,564	4,792	5,032	5,284	5,548
7	3,743	3,930	4,127	4,333	4,550	4,778	5,017	5,268
7A**	3,421	3,592	3,772	3,961	4,159	4,367	4,585	4,814
6	3,556	3,734	3,921	4,117	4,323	4,539	4,766	5,004
5	3,392	3,562	3,740	3,927	4,123	4,329	4,545	4,772
4	3,235	3,397	3,567	3,745	3,932	4,129	4,335	4,552
3	3,100	3,255	3,418	3,589	3,768	3,956	4,154	4,362
2	2,973	3,122	3,278	3,442	3,614	3,795	3,985	4,184
1	2,847	2,989	3,138	3,295	3,460	3,633	3,815	4,006

\* Includes 4% market survey percentage and 5.71% COLA on schedule.

\*\* This range is only to be used for the Food Service Supervisor classification. Step G and H added effective 1/1/07.

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION  
 SALARY SCHEDULE B

January 1, 2007 – December 31, 2007

LEVEL	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
A	3,632	3,814	4,005	4,205	4,415	4,636	4,868	5,111
B	3,891	4,086	4,290	4,505	4,730	4,967	5,215	5,476
C	4,004	4,204	4,414	4,635	4,867	5,110	5,366	5,634
D	4,219	4,430	4,652	4,885	5,129	5,385	5,654	5,937
E	4,455	4,678	4,912	5,158	5,416	5,687	5,971	6,270
F	4,718	4,954	5,202	5,462	5,735	6,022	6,323	6,639
G	5,000	5,250	5,513	5,789	6,078	6,382	6,701	7,036
H	5,128	5,384	5,653	5,936	6,233	6,545	6,872	7,216
I	5,652	5,935	6,232	6,544	6,871	7,215	7,576	7,955
J	5,511	5,787	6,076	6,380	6,699	7,034	7,386	7,755
K	5,652	5,935	6,232	6,544	6,871	7,215	7,576	7,955
L	5,812	6,103	6,408	6,728	7,064	7,417	7,788	8,177
M	6,102	6,407	6,727	7,063	7,416	7,787	8,176	8,585

\* Includes 4% market survey percentage and 5.71% COLA on schedule.

This salary schedule includes classifications which received an additional adjustment as a result of the 2005 Market Study. Effective January 1, 2007, Ranges I and K are the same.

## SUPERVISORY/PROFESSIONAL CLASSIFICATIONS AND SALARY RANGES

<u>CLASSIFICATION TITLE</u>	<u>RANGE</u>	<u>SALARY SCHEDULE</u>
*Accountant	9	A
Accounting Specialist	6 (P)	A
*Accounting Supervisor	G	A
*Acquisition Supervisor Inventory & Receiving	9	A
*Administrative Analyst	13	A
Administrative Assistant	7	A
*Architectural Designer I	6	A
*Architectural Designer II	10	A
Assistant Bookstore Supervisor	7	A
*Benefits Services Supervisor	11	A
Board Office Supervisor	7	A
Bookstore Buying Supervisor	6	A
Bookstore Location Supervisor	2 (5)	A
*Bookstore Supervisor	9	A
*Buyer	<u>9</u> (6)	A
<u>*Career Guidance &amp; Transfer Center Supervisor</u>	<u>10</u>	<u>A</u>
CET Instructional Support Analyst	7	A
Chief Broadcast Engineer	13	A
*Classification & Compensation Supervisor	13	A
Clerical Supervisor	5	A
<u>Construction Coordinator</u>	<u>10</u> (1)	<u>A</u>
Construction Inspector II	L	B
*Curriculum Analyst	9	A
*District Facilities Supervisor – Building and Grounds	G	B
*District Facilities Supervisor – Equipment Repair	F	B
*District Facilities Supervisor – HVAC/Electrical	F	B
District Office Accounting Specialist	7 (P)	A
<u>District Reprographics/Digital Production Supervisor</u>	<u>9</u> (7)	<u>A</u>
Executive Assistant to the President	B	B
*Facilities Supervisor – Landscape	8	A
Facilities Supervisor – Custodial I	6	A
*Facilities Supervisor – Custodial II	7	A
*Financial Aid Officer	12	A
*Financial & Budget Analyst	11	A
*Financial Systems Support Analyst	11	A
*Food Services Supervisor	7A	A
<u>*Grant Coordinator (academic)</u>	<u>13</u>	<u>A</u>

SUPERVISORY/PROFESSIONAL CLASSIFICATIONS AND SALARY RANGES  
(Continued)

<u>CLASSIFICATION TITLE</u>	<u>RANGE</u>	<u>SALARY SCHEDULE</u>
* <u>Health Services Center Director (academic)</u>	<u>13</u> (2)	<u>A</u>
*Hourglass Park Coordinator	13	A
*Hourglass Park Supervisor	8	A
* <u>Information Officer</u>	<u>L</u> (8)	<u>B</u>
Instructional Design Coordinator	11 (P)	A
Instructional Program Placement Specialist	5 (P)	A
Instructional Support Supervisor	D	B
*Internal Auditor	13	A
*Interpreting Services Supervisor	10 (3)	A
Lead Pool Attendant	3	A
Micro Specialist Supervisor	9	A
Nursing Center Supervisor	9	A
*Nursing Supervisor (academic)	11	A
<u>Outreach Coordinator</u>	<u>10</u> (9)	<u>A</u>
<u>Parking Operations Supervisor</u>	<u>6</u>	<u>A</u>
*Parking Program Supervisor	10	A
*Payroll Supervisor	13	A
Placement Officer	9	A
*Planner Estimator Supervisor	9	A
*Police Communications Supervisor	11	A
Police Sergeant	H	B
*Property Agent	<u>11</u> (4)	A
*Purchasing Supervisor	I	B
*Radio Station Operations Supervisor	13	A
Receiving/Stockroom Supervisor	5	A
*Regional Facilities Officer	11	A
*Regional Police Lieutenant	K	B
*Research & Planning Analyst	<u>13</u>	A
Retirement Specialist	7 (P)	A
Senior Office Manager	7	A
Senior Office Manager - Information Technology	7	A
Senior Office Manager – Military Education	7	A
Stock Room Supervisor	3	A
*Student Education Planning Coordinator (academic)	13	A
*Student Services Supervisor I	10	A
*Student Services Supervisor II	12	A
*Student Support Services Officer (academic)	12	A

SUPERVISORY/PROFESSIONAL CLASSIFICATIONS AND SALARY RANGES  
(Continued)

<u>CLASSIFICATION TITLE</u>	<u>RANGE</u>	<u>SALARY SCHEDULE</u>
*Swimming Pool Supervisor	7	A
*Systems Analyst	13	A
*Systems Support Analyst	E	B
<u>Web Designer &amp; Support Supervisor</u>	<u>8 (10)</u>	<u>A</u>
Word Processing/Duplicating Support Services Supervisor	C	B

\* Classifications have been identified as Exempt under the Fair Labor Standards Act Guidelines

**NOTES:**

- (1) Classification established effective 7/1/06.
- (2) Range does not reflect market adjustment, which is 17%.
- (3) Range does not reflect market adjustment, which is Range 12.
- (4) Classification reallocated effective 12/1/06.
- (5) Class Title change effective 7/1/05.
- (6) Classification reallocated effective 7/1/05.
- (7) Classification re-titled and reallocated effective 6/8/07.
- (8) Classification transferred from Confidential Unit per PERB decision effective 4/1/07.
- (9) Classification established effective 6/8/07.
- (10) Classification re-titled effective 7/1/07.
- (P) Non-exempt positions will transfer to AFT/Office-Technical Unit as each position becomes vacant per PERB decision effective 4/1/07.

Assistant Buyer and Web Designer moved to the AFT/Office-Technical Unit per PERB decision effective 4/1/07.

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION HANDBOOK

INDEX\*

<u>Subject</u>	<u>Page</u>
Accident Leave (XI)	29
Acting Appointments (III)	5
Adjusted Workday (VI)	14
Administrative Transfers (III)	4
Adoption Leave (X)	25
Association Rights (XXIII)	58
Bereavement Leave (X)	26
Catastrophic Illness or Injury Leave (VII)	19
Classifications and Salary Ranges (Appendix A-2)	67
Compensatory Time (V)	9
Computer Loan Program (XXII)	57
Court Appearance (X)	27
Discipline (XIX)	51
Due Process (XIX)	51
Duration of Handbook (XXIV)	59
Early Retirement Incentive (XV)	44
Educational Incentive Program (VI)	14
Employee Expenses and Materials (XVI)	45
Employee Rights (II)	2
Employee Status (I)	1
Employer "Pickup" Program of Retirement Contributions (VI)	14
Evaluation (XVIII)	49
Exempt/Non-Exempt Employees (workweek) (V)	7
Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) (XII)	33
Family Necessity Leave (VII)	20
Flex Plan (XV)	44
Four-Ten Workweek (V)	7
Grievance Procedure (XVII)	46
Health Leaves (VIII)	21
Holidays (XIV)	42
Hours of Work (V)	7

\*Number in parentheses indicates Chapter in which subject can be found.

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION HANDBOOK

INDEX (Continued)

<u>Subject</u>	<u>Page</u>
Industrial Accident and Illness Leave (XI)	29
Insurance Benefits (XV)	43
Interim Appointments (III)	4
Jury Duty (X)	28
Layoff (XX)	53
Leadership Development Fund (VI)	14
Leave of Absence: Long-Term (VIII)	21
Short-Term (X)	25
Lodging (VI)	14
Lost Checks (VI)	13
Lunch Period (V)	8
Market Study (XXIV)	59
Meals (VI)	13
Medical Benefits (XV)	43
Mileage (VI)	13
Military Leave: Long-Term (VIII)	22
Short-Term (X)	27
Out-Of-Class Assignment (V)	11
Overpayments (VI)	12
Overtime (V)	9
Part-Time Assignments (V)	8
Paternity Leave (X)	25
Pay and Allowances (VI)	12
Peace Officers (XXI)	56
Performance Evaluation (XVIII)	49
Personal Necessity Leave (VII)	18
Personnel Files (II)	2
Pregnancy Disability Leave (PDL) (XII)	35
Pregnancy Leave (VIII)	21
Professional Study Leave (VIII)	21
Promotions (III), (VI)	4,13

\*Number in parentheses indicates Chapter in which subject can be found.

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION HANDBOOK

INDEX (Continued)

<u>Subject</u>	<u>Page</u>
RAF Concepts (VI)	15
Reassignment (IV)	6
Reclassification/Reallocation (IV)	6
Release Time (Paid) (XXIII)	58
Rest Facilities (V)	8
Rest Periods (V)	8
Retirees (XV)	44
Retirement Benefits (XV)	44
Return from Leave (Long-Term) (VIII)	23
Sabbatical Leave (IX)	24
Salary Schedules (Appendix A-1)	60
Seniority (XX)	53
Service Credit for Retirement (Sick Leave) (VII)	18
Service to Other Public Agency (VIII)	21
Shift Differential Pay (V)	10
Sick Leave (VII)	16
Sick Leave Conversion (VII)	19
Substitutes (III)	5
Terminating Employees (Vacation) (XIII)	41
Transfers (III)	4
Travel (XVI)	45
Tuition Reimbursement (VI)	14
Underpayments (VI)	12
Uniform Allowance (XXI)	56
Vacation (XIII)	39
Voluntary Transfers (III)	4
Workday (V)	7
Worker's Compensation (XI)	30
Workweek (V)	7

\*Number in parentheses indicates Chapter in which subject can be found.