

**SUPERVISORY
AND
PROFESSIONAL ADMINISTRATORS
ASSOCIATION**

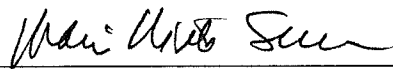
HANDBOOK

FOR THE PERIOD

JULY 1, 2017 – JUNE 30, 2020

SAN DIEGO COMMUNITY COLLEGE DISTRICT

The provisions of the July 1, 2017 through June 30, 2020 Handbook for the Supervisory and Professional Administrators Association are hereby approved.



Maria Nieto Senour, Ph.D., President
Board of Trustees
San Diego Community College District

Date: 9-14-17

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION HANDBOOK

TABLE OF CONTENTS

	<u>Page</u>
CHAPTER I - EMPLOYEE STATUS	3
CHAPTER II - EMPLOYEE RIGHTS	5
CHAPTER III - TRANSFERS AND PROMOTIONS.....	7
CHAPTER IV - REASSIGNMENT OF AN EMPLOYEE AS A RESULT OF RECLASSIFICATION.....	9
CHAPTER V - WORKWEEK AND HOURS OF WORK.....	10
CHAPTER VI - PAY AND ALLOWANCES.....	16
CHAPTER VII - SICK LEAVE AND PERSONAL NECESSITY LEAVE	20
CHAPTER VIII - LONG-TERM LEAVE OF ABSENCE	24
CHAPTER IX - SABBATICAL LEAVE.....	27
CHAPTER X - SHORT-TERM LEAVE OF ABSENCE	28
CHAPTER XI - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.....	33
CHAPTER XII - FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)/ PREGNANCY DISABILITY LEAVE (PDL).....	37
CHAPTER XIII - VACATION	43
CHAPTER XIV - HOLIDAYS	45
CHAPTER XV - INSURANCE BENEFITS.....	46
CHAPTER XVI - EMPLOYEES EXPENSES AND MATERIALS	49
CHAPTER XVII - GRIEVANCE PROCEDURE.....	50
CHAPTER XVIII - PERFORMANCE EVALUATION.....	53
CHAPTER XIX - DUE PROCESS	55
CHAPTER XX - SENIORITY	57

CHAPTER XXI - PEACE OFFICERS.....	60
CHAPTER XXII - COMPUTER LOAN PROGRAM.....	61
CHAPTER XXIII - ASSOCIATION RIGHTS	62
CHAPTER XXIV - DURATION	63
APPENDIX A - SALARY SCHEDULES	64
APPENDIX B - CLASSIFICATION TITLES.....	66
APPENDIX C - SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION EVALUATION FORM.....	69

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.

Unit members referenced as “Exempt” in this Agreement are exempt only from overtime compensation as designated under the Fair Labor Standards Act.

Unit members referenced as “Non-Exempt” in this Agreement are subject to overtime compensation as specified under the Fair Labor Standards Act and existing California Education Code.

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. Additions, deletions, or changes to existing classifications will be communicated to the Association President via the Board Agenda.

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 who maintain a cell phone, or home telephone number will 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 during normal business hours of the District Administrative Offices to examine and/or obtain a copy of any material in their official personnel file, except those excluded by law, by appointment with the Human Resources Office without loss of pay.
- 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 their 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 they have read such material by affixing their signature and the date on the actual copy to be filed, with the understanding that their signature signifies only that they have read the material and does not necessarily indicate agreement with its contents. The employee's review of and response to such derogatory material shall take place during normal working hours, and the employee shall be released from duty for this purpose if necessary without loss of pay.
- 2.1.6 Upon the request of the 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 envelope 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 their 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. Voluntary transfers to a lower level position will be subject to a downward assignment of salary to the range and step of the lower level position and has the least effect in salary loss.

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 two (2) years. 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 their salary calculated as if they were promoted to the position and with a minimum of a five percent (5%) increase over their base salary.

(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 are eligible for out-of-class pay, salary increase of five percent (5%), for the additional duties. Unit members assigned multiple Acting assignments will have their salary increased by seven and one half percent

(7.5%). When an Acting appointment is made to a higher-level position, the employee shall have their salary adjusted in accordance with Section 5.11 “Out-of-Class Assignment”.

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 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. The base wage of the new assignment shall be used when calculating the amount of stipend, differential or other additives assigned to the position including but not limited to out of class pay, shift differential, or other base wage enhancements.
- 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. Both Exempt and Non-exempt employees are subject to work and adhere to a fixed assigned work schedule and for obtaining permission to be absent from their assign schedule as indicated in the Leave articles of this Agreement. The five (5) consecutive days may begin on any day of the week.

5.2.1 Exempt Employee

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. As a general rule, exempt employees are not assigned an ongoing modified workweek as shown below.

5.2.2 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.

Unit members who are police supervisors may be assigned to work four (4) consecutive days that include weekend days. This assignment will be for the duration of one period of time related to shift changes; afterwards it will be rotated to another police supervisor or to a police supervisor requesting that assignment. Because of the campus needs, the Four-Ten Workweek will not apply, unless otherwise indicated by the Chief of Police to the Administrative Sergeants.

5.2.3 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.

5.2.4 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 the number of hours assigned that day regardless of the work schedule. If a holiday falls on a scheduled day off, the employee receives a day off in-lieu of the holiday. The in lieu of day will be scheduled by the supervisor.

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 Extra Duty Assignments for Exempt Employees

With prior approval of their supervisor, Exempt employees may accept and work hourly exempt assignments beyond their regular monthly assignment. The approval process must include confirmation from the Executive Management employee (Chancellor's Cabinet Member) that the extra duty assignment is acceptable. Denial of an extra duty assignment shall not be grievable.

5.5 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. The length of the lunch period is subject to approval by the supervisor. 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.

5.6 Rest Periods

Employees shall be permitted two (2) paid, fifteen-(15) minute rest breaks; one (1) during the first half of the workday, and one (1) during the second half of the workday. Breaks may not be combined or used to shorten the workday.

5.7 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.

5.8 Overtime – Non-exempt Employees

5.8.1 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 5th, 6th, or 7th 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.

5.8.2 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.

5.8.3 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. The time shall be entered into the Human Resources online reporting system on the day in which the time is worked. 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.)

5.8.4 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.
- c. Any accumulated compensatory time shall be deducted prior to the use of vacation leave.

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

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

See Section 5.7.2

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

5.8.8 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.

5.8.9 Additional Compensation for Call Back of Exempt Employees

An exempt employee who has completed their shift, has left their work location for the day, and is then contacted by their supervisor to be called back to work on that day or is contacted by their supervisor after leaving their work location for the day and requested to report to work earlier than their next normal scheduled work day shall be guaranteed two and one-half (2-1/2) hours work, which includes thirty (30) minutes travel time, and will 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. In order to be eligible for this compensation the

time must be entered into the Human Resources online reporting system on the day in which the time is worked. Compensation, under this provision, shall not be provided to Exempt employees that do not enter their time as required. Exceptions related to delayed time entry can be approved by the Vice Chancellor of Human Resources.

5.9 Shift Differential Compensation

- 5.9.1 An 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.
- 5.9.2 An 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%).
- 5.9.3 An 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.
- 5.9.4 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.

5.10 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.

5.11 Out-of-Class Assignment

For any out-of-class assignment, an Association employee shall be paid an additive amount which, when added to the employee's base pay, shall equal the "A" step of the appropriate range, or the step the employee would be placed on if promoted to the classification, whichever is greater. 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.

Employees receiving a stipend to protect their salary from reduction shall not have the salary protection stipend used in calculating this additive.

5.12 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 four (4) hours. The employee shall request permission from their immediate manager in advance of such absences. An employee may be requested by the supervisor to submit a leave form for an absence of four (4) hours or more to be deducted from accrued sick leave credits.

Exempt employees are expected to be present at work during their scheduled work times in order to perform work that is essential to the District's operations. Exempt employees covered under this handbook may request a change in their work schedule for the day. If the leave request is for more than four (4) hours, the employee may be requested by the supervisor to submit a leave form for those hours.

In no case shall pay be deducted in violation of the FLSA.

In the case of an exempt employee utilizing Family Medical Leave Act (FMLA) all hours of absence will be deducted from either accrued leave credit or the employee's pay will be subject to deductions for unpaid FMLA leave.

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 joint responsibility of the Association member and 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 event 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.

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, re-computation 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 Voluntary Demotion

Any employee in the Supervisory and Professional Administrators Association who voluntarily demotes, or voluntarily transfers to a lower classification and/or such demotion is not a result of Chapter 20, Section 20.2, shall have their salary adjusted to the step of the salary range which most closely matches their current salary rate and causes the least amount of salary decrease.

6.8 Mileage

Any employee in the bargaining unit required to use their 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.

6.9 Meals

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

6.10 Lodging

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

6.11 Step Advancement

6.11.1 New Hires

Effective July 1, 2010, employees hired before June 30 will have their first salary advance the next January first following their hire date. Those initially hired between July 1 and December 31 will have their first salary advance on the second January first following their hire date.

6.11.2 Effective July 1, 2010, all continuing employees in the same position or same salary range shall be granted one step increment on January 1 of each year until the maximum salary for the classification is reached. Step advancements due July 1, 2010, shall be delayed until January 1, 2011. This change does not affect step advancement due to the educational incentive program as defined in section 6.12 below.

6.12 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. Proof of satisfactory completion shall be provided by the eligible employee and forwarded to the office of Human Resources.

6.13 Tuition Reimbursement

Tuition Reimbursement is currently unfunded and not available to unit members. Should funds from any SPAA RAF allocations be identified during the term of this agreement they may be used to provide reimbursement to unit members for tuition, registration fees, books, and laboratory fees.

6.14 Adjusted Workday

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

6.15 The salary shall be paid in accordance with the Schedules in Appendix A-1 and Appendix A-2.

6.16 In conformance with the Public Employees' Pension Reform Act of 2013 and related changes to the public employees' retirement law, the District is prohibited from paying any amount over the employer's portion of retirement contributions. Therefore, both the employee and the District will be responsible for paying their required contribution amounts as designated by CALSTRS or CALPERS.

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 they are 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 their 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.

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 years' 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 three (3) years of termination from the other district.

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 fifty-six (56) hours of accumulated, full-salary sick leave credit may be used per fiscal year at the discretion of the Association member.

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 involving death or serious illness of the employee's immediate family or accident involving the employee's person or property, or the person or property of a member of their immediate family, 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 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 fiscal 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.

7.4 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) an additional day of vacation be added to their vacation leave balance.

7.5 Catastrophic Illness or Injury Leave

Association members are permitted to contribute up to a maximum of five (5) accumulated vacation days or 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;
- 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 sick leave days donated will be paid at the salary level of the employee who receives such days.

CHAPTER VIII - LONG-TERM LEAVE OF ABSENCE

8.1 Eligibility

Long-Term leaves of absence [those in excess of thirty (30) calendar days] 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.

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 their 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 they were on leave, except as noted above.

c. Forfeiture of District Position

An employee who voluntarily requests and obtains an extension of their 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.

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 their name placed on the eligibility list for their 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, the employee 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 of Trustees 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.
- 9.7 Exempt unit members who have been approved a leave of one (1) academic year or less at fifty percent (50%) salary will not be scheduled work hours that exceed fifty percent (50%) of their regular work schedule.

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 their 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 electronically reported via the District approved timekeeping system 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 electronically report the leave via the District approved timekeeping system.

10.4.2 Bereavement Leave

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

- Child (or person raised by the Association member)
- Spouse (or certified domestic partner)
- Parent (or person who raised the Association member).
- Brother or Sister

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

- b. Absence with pay for a period not to exceed three (3) work days [five (5) work days if out of state, or more than 500 miles travel is required] shall be granted upon request, upon the death of the Association member's, or current spouse's or certified domestic partner's:

- stepmother or stepfather
- grandparent
- guardian or ward
- grandchild or stepchild
- brother-in-law or sister-in-law
- son-in-law or daughter-in-law
- stepbrother or stepsister

OR the current spouse's or domestic partner's: parent or child

Up to 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
- cousin

- d. Leave may be secured by verbal request, but requires entry in the District approved timekeeping system upon return to duty. Supervisors may request validation which may be in form of a memorial service announcement, published obituary, or other documentation. Supervisors may also request

that the Association member submit a signed statement attesting to the fact that the family member indeed raised or was raised by the Association member if the family member was not the Association member's parent or child.

- e. An Association member who while on vacation has a death in the immediate family may request that bereavement or sick leave as defined in sections a-c above, and/or personal necessity leave be substituted for vacation.
- f. Leave from sections a-c above must be used within six (6) months following the death of the family member. The date(s) of any leave taken from sections a-c above that is taken more than twenty-one (21) calendar days following the death of the family member must be pre-approved by the Association member's supervisor.

10.4.3 Short-Term Military Leave

An employee shall be granted leave with pay for the purpose of undergoing ordered pre-induction 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.

10.4.4 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.

10.4.5 Leave for Jury Duty

Leave of absence shall be granted to any employee on workdays the employee is called and responds for jury duty. Second or third shift employees who serve on jury duty shall be temporarily transferred to day shift for scheduling 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. Employees shall return to work when they serve only a partial day on jury duty. However, an Association member shall be excused from work for the day if the actual time of jury service, including reasonable travel time, equals or exceeds seventy-five percent (75%) of the hours in the employee's normal work day (i.e. 7.5 hours of a 10 hour workday or 6 hours of an 8 hour workday).

10.4.6 Personal Business Leave With Pay

Employee's may be excused from duty with pay for a period of not more than two (2) hours with verbal or written permission obtained from the supervisor prior to the absence. Personal Business Leave cannot be used on any day in which the employee has used any other type of leave. If the supervisor denies the request, said denial is not grievable.

Valid reasons for and conditions of Personal Business Leave are limited to the following:

- a. Death or illness in immediate family (extension of bereavement leave)
- b. Extension of paternity/adoption leave in emergency cases.
- c. Unavoidable transportation delay.
- d. Private legal matters, including marriage and divorce.
- e. Attendance at graduation ceremonies (immediate family).
- f. Participation in college graduation ceremonies.
- g. Attendance, as officer or delegate, at civic or fraternal conventions.
- h. Funeral attendance.
- i. Emergency child-care problems.
- j. To serve as executor of a will.
- k. Meeting spouse or seeing him/her off to overseas duty.
- l. Attendance at a wedding.
- m. Taking examinations.
- n. Medical appointments.
- o. Religious observances.
- p. Registering for classes.
- q. Attendance at child's individual parent-teacher consultation.

Time approved for Personal Business Leave shall be reported by the employee and supervisor in the HR online time reporting system.

10.4.7 Personal Leave Without Pay

Permission to be absent without pay may be granted to a permanent employee, for a period not to exceed thirty (30) calendar days. All requests for leave without pay shall be made in writing to the immediate supervisor/manager for review and approval. Approval must include confirmation from the Executive Management Employee (Cabinet Member) prior to the leave being taken. If a response is not received within five (5) working days of the request, the employee will have the right to discuss the request with the next level supervisor/manager.

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 their 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 their immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

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, 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 (1st) 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 them 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 their regular salary during the first sixty (60) working days of each approved industrial accident claim commencing with the first (1st) day of absence. Therefore, the Association member will have the option of receiving their regular pay utilizing any temporary disability allowance the Association member 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), they 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 their normal salary.

An Association member on paid leave due to an industrial illness or injury is entitled to all salary increases they 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.

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 their 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 their 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 their name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

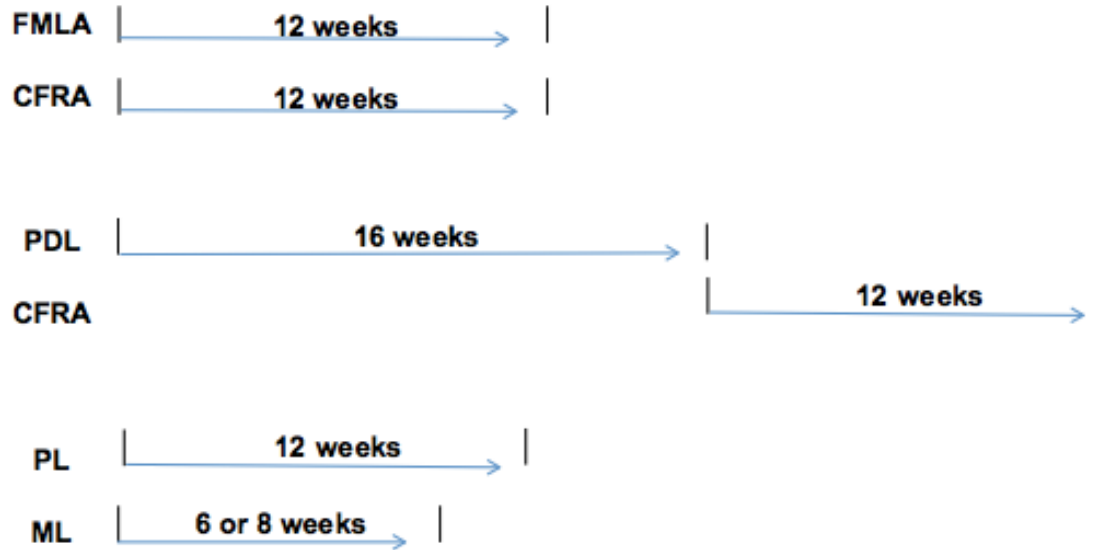
11.10.3 An Association member unable to return to work in their regular assignment or whose position cannot be modified shall be notified of an entitled job displacement benefits as prescribed by law.

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

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

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



Legend:

- FMLA: 12 weeks unpaid leave, eligibility criteria applies, requires doctor's note, runs concurrent with CFRA/PDL/PL.
- CFRA: 12 weeks unpaid leave, eligibility criteria applies, requires doctor's note unless baby bonding, runs concurrent with FMLA/PL.
- PDL: 16 weeks unpaid leave, no eligibility criteria, requires doctors note.
- ML: Maternity Leave, unpaid unless employee utilizes accrued sick leave, no eligibility criteria, no doctor's note, time is 6 weeks for regular delivery and 8 weeks for cesarean delivery.
- PL: Parental Leave, reference Ed Code 88196.1, eligibility: must work for 12 months, no doctors note, max 12 weeks of paid leave drawn from accrued leave, then HSSL from baby's birth, runs concurrent with PL/ML/CFRA

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.

- PL – Parental Leave for association members after delivery of baby or placement of adopted or foster child.

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.

Parental Leave must conclude within the first year of baby’s birth or placement. An employee shall not be provided more than one 12-week period of paid parental leave during any twelve (12) month period. Unit members on Parental Leave can use accrued sick leave until exhausted and then use half salary sick leave up to an accumulated total of twelve (12) workweeks. Parental Leave can run concurrent with PDL from birth of baby and then CFRA for baby bonding.

12.1.3 Eligibility

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

To be eligible for Parental Leave an Association member must have worked for the District for a minimum of twelve (12) months prior to the beginning of Parental Leave.

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.

Association members wishing to take Parental 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 unit 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 a unit member provides notice to the District of the need of Parental Leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit 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 Association member'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.

Parental Leave shall not exceed twelve (12) weeks. This leave can be taken in increments.

12.1.6 FMLA/CFRA/PL 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) Leave for Association members to bond with baby or placement of adopted or foster child.
- (5) Because of a serious health condition that makes the Association member unable to perform the functions of their 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).

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 their 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.

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. In most circumstances, an Association member will receive pregnancy disability leave, to the extent available, the first six (6) weeks after childbirth for a normal delivery, or the first eight (8) weeks after cesarean delivery, before the unit member (if eligible) can begin to use CFRA baby-bonding leave.

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.

12.2.4 Notice

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 Lease, 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.

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 electronically reported via the District approved timekeeping system, 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.
- 13.3.3 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by his/her current accrual rate. At the beginning of each fiscal year (July 1), employees who have exceeded the limit of twice the annual accrual shall be notified in writing. Such employees must schedule sufficient vacation to be taken before January 31 of that fiscal year, so that the double accrual maximum is not exceeded as of that date. Vacation accrual in excess of the double accrual maximum as of January 31 will be taken at the direction of the supervisor before May 31. Vacation time which is directed to be taken shall be in increments of four (4) or more hours for non-exempt employees and whole days for exempt employees.

- 13.3.4 The direct supervisor shall work with the Association member to insure that the Association member does not accrue more than twice their 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 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.

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 they are 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.

Association members who work an alternative work schedule, shall be given the same number of bonus days as a unit member working a Monday through Friday schedule. Compensation is a “day for a day” and not to be compensated as additional salary.

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. The District shall contribute towards the dental, *vision* 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.

- 15.2 In accordance with the RAF, any premium increases to the health, vision and dental benefits, effective after December 31, 2014, will be charged to the Supervisory and Professional Administrator Association share of the RAF, covering the period of January 1 of the current fiscal year through December 31 of the following fiscal year. (See Appendix D)

- 15.3 Medical: The District shall contribute up to the \$1,105.01 per month provided for by the RAF, as stated above, toward the cost of the premium (which includes coverage for the employee, spouse or domestic partner and dependents) for any of the medical insurance plan options offered by the District.

Eligible employees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

- 15.4 Dental: Under the RAF guidelines described above, the District shall fully fund the premium for a group dental plan as part of the first priority use of the Benefit Reserve Fund providing \$2,000 of annual coverage for the employee, spouse or domestic partner and dependents.

- 15.5 Vision: Under the RAF guidelines described above, the District shall fully fund the premium for a group vision insurance plan as part of the first priority use of the Benefits Reserve Fund for all eligible employees and their dependents.

- 15.6 The District will contribute up to \$31.00 per month toward the cost of \$100,000 straight term life insurance for each employee.

15.7 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 the employee's personal financial, legal, or tax advisor.

15.8 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.

15.9 Early Retirement Incentive

Supervisory and Professional Administrators Association members who have served a minimum of five (5) consecutive years of contract service with the District and who are retiring and separating from the District by June 30, 2018, 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 their immediate supervisor and the Vice Chancellor of Human Resources in writing no later than December 20, 2017 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) Entitlement to the leave is based on the expectation that the supervisor will be at work to provide transitional support to the District during the three (3) months prior to being on the three (3) month pre-retirement leave. This provision will terminate at the close of business on December 20, 2017, and will no longer be available. Effective

December 21, 2017, Section 15.10. Retirement Notice Incentive, will be available to eligible Association members.

15.10 Retirement Notice Incentive

Effective, December 21, 2017, the following incentive will be granted to SPAA unit members for providing a timely advance written notice of their retirement date to their supervisor, and for meeting the expectation that the unit member will be at work to provide transitional support to the District during their final period of service as delineated below.

Unit members who have reached the age of fifty-five (55) and retire from the District and STRS or PERS, with at least five years of service within the SPAA unit, and who provide at least ninety (90) days' written notice of intent to retire to the District, shall receive an additional cash payment **in their final pay warrant** equivalent to three (3) months of the unit member's monthly base pay, as listed in the salary schedule.

If a unit member has previously submitted a leave request which was approved prior to submitting their retirement notice, such leave shall be reviewed by their supervisor to confirm the approved time can still be taken or that it will now be disallowed.

CHAPTER XVI - EMPLOYEES EXPENSES AND MATERIALS

- 16.1 An employee who is required to utilize their 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 their 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.
- 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.

Within five (5) days after receiving the request for advisory arbitration, the District shall request the State Conciliation Service to supply a list of names for a hearing officer. The Association (or in the case of discipline the employee/representative) and the District shall select an arbiter from the list using the strike method and this process will be completed within ten (10) days of receiving the list of names from the State Conciliation Service. The District will have the right to select the arbiter if the employee or their representative fails to contact the District within five (5) days and participate in the selection process. The selected 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 their written advisory decision to the grievant and to the District.

In cases of termination, 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, all other advisory decisions of a hearing officer may be appealed to the Chancellor. Thereafter, the final decision shall be made by the Board of Trustees or the Chancellor 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 District will bear the cost of the arbiter. The employee shall bear all costs associated with their representation.

An appeal of discipline (request for advisory arbitration) shall be made in writing to the Vice Chancellor, Human Resources within seven (7) 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, the officer 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

The Supervisory and Professional Administrators Association's evaluation instrument will be used for the evaluation of supervisory and professional administrators (Appendix C). This instrument will be implemented immediately.

18.3 Performance Evaluation

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.

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 written reprimands, suspensions (with or without pay), demotions, reduction in step or compensation 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. No reprisal of any kind shall be taken against a unit member based upon materials which are not in the personnel file at the central human resources office
- 19.1.3 In matters of discipline and due process, the employee has the right to have representation present.
- 19.1.4 The employee has the right to respond, in writing, to any written documentations kept on file, including letters of warning or counseling. The employee will have ten (10) working days to respond from the date of receipt of the action.
- 19.1.5 An employee absent from duty without permission for five (5) consecutive working days shall be considered to have voluntarily resigned.
- 19.1.6 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.

- 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 as stated in Section 17.3.1 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, the employee 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:

- 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.

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 Effective with the adoption of this handbook by the Board of Trustees the District will provide each new uniformed supervising officer with a new uniform. The uniform shall consist of three (3) shirts, three (3) 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).

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. Each six (6) months the District will determine how much money has been reimbursed to the District from a fund of \$35,000 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.

The buyer may also request the district pay the vendor directly, or be reimbursed upon providing a copy of the receipt.

Monthly payments will be determined by dividing the check amount by twelve (12).

CHAPTER XXIII - ASSOCIATION RIGHTS

23.1 Paid Released Time

- 23.1.1 Meet and Confer. The Association shall have the sole right to designate up to five (5) District employees for meeting and conferring with the District without loss of compensation.
- 23.1.2 Changes to the Handbook will be provided to the Association twenty (20) calendar days prior to presentation and adoption of the Board of Trustees.
- 23.1.3 Designated officers and/or site representative shall receive reasonable periods of released time without loss of compensation for the investigation and processing of grievances.
- 23.1.4 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.
- 23.1.5 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.
- 23.1.6 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).
- 23.1.7 The Association shall have the right to participate on the District Academic Calendar Committee and the District Insurance and Health Benefits Committee.

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 July, 2017, and remains in full force and effect through and including the last day of June, 2020. *The SPAA Unit and the District may each open a maximum of two (2) non-economic Chapters of the Handbook each year, unless additional sections are mutually agreed upon. All other Handbook provisions are continued each year.*

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.

At the request of either party the Association the District will meet during the duration of this Handbook to address the increase in health benefits and determine when said increases will be incorporated into payroll deductions of unit members as per the RAF.

San Diego Community College District
 Supervisory and Professional Employees' Association -
 Salary Schedule A Effective January 1, 2017

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
13	\$5,753.92	\$6,041.62	\$6,343.71	\$6,660.89	\$6,993.93	\$7,343.63	\$7,710.81	\$8,096.35	\$8,501.17	\$8,926.23	\$9,606.40
12	\$5,426.58	\$5,697.91	\$5,982.80	\$6,281.95	\$6,596.05	\$6,925.85	\$7,272.14	\$7,635.75	\$8,017.53	\$8,418.42	\$9,059.90
11	\$5,121.07	\$5,377.11	\$5,645.98	\$5,928.28	\$6,224.69	\$6,535.93	\$6,862.72	\$7,205.85	\$7,566.15	\$7,944.45	\$8,549.82
10	\$4,846.72	\$5,089.06	\$5,343.51	\$5,610.69	\$5,891.22	\$6,185.78	\$6,495.08	\$6,819.83	\$7,160.81	\$7,518.86	\$8,091.79
9	\$4,592.12	\$4,821.73	\$5,062.82	\$5,315.95	\$5,581.76	\$5,860.84	\$6,153.89	\$6,461.58	\$6,784.66	\$7,123.89	\$7,666.74
8	\$4,362.47	\$4,580.59	\$4,809.62	\$5,050.10	\$5,302.60	\$5,567.74	\$5,846.12	\$6,138.42	\$6,445.35	\$6,767.61	\$7,283.31
7	\$4,154.63	\$4,362.36	\$4,580.48	\$4,809.51	\$5,049.98	\$5,302.48	\$5,567.60	\$5,845.98	\$6,138.28	\$6,445.20	\$6,936.32
6	\$3,960.30	\$4,158.32	\$4,366.24	\$4,584.54	\$4,813.78	\$5,054.46	\$5,307.18	\$5,572.54	\$5,851.17	\$6,143.73	\$6,611.88
5	\$3,789.88	\$3,979.38	\$4,178.34	\$4,387.26	\$4,606.62	\$4,836.95	\$5,078.81	\$5,332.74	\$5,599.37	\$5,879.35	\$6,327.35
4	\$3,626.73	\$3,808.06	\$3,998.47	\$4,198.39	\$4,408.31	\$4,628.72	\$4,860.16	\$5,103.17	\$5,358.33	\$5,626.24	\$6,054.97
3	\$3,486.44	\$3,660.76	\$3,843.80	\$4,035.98	\$4,237.79	\$4,449.68	\$4,672.16	\$4,905.77	\$5,151.06	\$5,408.61	\$5,820.75
2	\$3,354.47	\$3,522.19	\$3,698.30	\$3,883.21	\$4,077.37	\$4,281.24	\$4,495.30	\$4,720.07	\$4,956.07	\$5,203.87	\$5,600.41
1	\$3,223.53	\$3,384.70	\$3,553.94	\$3,731.64	\$3,918.22	\$4,114.13	\$4,319.84	\$4,535.83	\$4,762.62	\$5,000.75	\$5,381.81

Notes:
 Effective 1/1/17 .94% COLA across the schedule

San Diego Community College District
 Supervisory and Professional Employees' Association - Salary
 Schedule B Effective January 1, 2017

Level	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
A	\$4,039.29	\$4,241.25	\$4,453.31	\$4,675.97	\$4,909.77	\$5,155.26	\$5,413.03	\$5,683.68	\$5,967.86	\$6,266.25	\$6,743.74
B	\$4,308.43	\$4,523.85	\$4,750.04	\$4,987.55	\$5,236.92	\$5,498.77	\$5,773.71	\$6,062.40	\$6,365.51	\$6,683.79	\$7,193.10
C	\$4,425.86	\$4,647.15	\$4,879.51	\$5,123.48	\$5,379.66	\$5,648.64	\$5,931.07	\$6,227.62	\$6,539.00	\$6,865.96	\$7,389.14
D	\$4,649.28	\$4,881.74	\$5,125.83	\$5,382.12	\$5,651.23	\$5,933.79	\$6,230.48	\$6,542.00	\$6,869.10	\$7,212.56	\$7,762.15
E	\$4,894.53	\$5,139.25	\$5,396.21	\$5,666.02	\$5,949.32	\$6,246.79	\$6,559.13	\$6,887.09	\$7,231.44	\$7,593.02	\$8,171.60
F	\$5,167.83	\$5,426.22	\$5,697.53	\$5,982.41	\$6,281.53	\$6,595.60	\$6,925.38	\$7,271.66	\$7,635.23	\$8,017.00	\$8,627.90
G	\$5,460.87	\$5,733.92	\$6,020.62	\$6,321.65	\$6,637.73	\$6,969.61	\$7,318.10	\$7,684.00	\$8,068.20	\$8,471.61	\$9,117.15
H	\$5,593.89	\$5,873.59	\$6,167.26	\$6,475.62	\$6,799.41	\$7,139.39	\$7,496.35	\$7,871.17	\$8,264.72	\$8,677.96	\$9,339.22
I	\$6,138.42	\$6,445.34	\$6,767.61	\$7,105.98	\$7,461.29	\$7,834.36	\$8,226.08	\$8,637.38	\$9,069.25	\$9,522.70	\$10,248.34
J	\$5,991.90	\$6,291.49	\$6,606.07	\$6,936.36	\$7,283.18	\$7,647.35	\$8,029.72	\$8,431.20	\$8,852.76	\$9,295.39	\$10,003.71
K	\$6,138.42	\$6,445.34	\$6,767.61	\$7,105.98	\$7,461.29	\$7,834.36	\$8,226.08	\$8,637.38	\$9,069.25	\$9,522.70	\$10,248.34
L	\$6,304.69	\$6,619.93	\$6,950.92	\$7,298.47	\$7,663.38	\$8,046.55	\$8,448.89	\$8,871.33	\$9,314.89	\$9,780.64	\$10,525.92
M	\$6,606.05	\$6,936.35	\$7,283.17	\$7,647.33	\$8,029.70	\$8,431.18	\$8,852.74	\$9,295.37	\$9,760.14	\$10,248.16	\$11,029.06

Notes:
 Effective 1/1/17 .94% COLA across the schedule

APPENDIX B

SUPERVISORY/PROFESSIONAL CLASSIFICATIONS AND SALARY RANGES

CLASSIFICATION TITLE	RANGE	SALARY SCHEDULE
* Accountant	9	A
Accounting Specialist	6 (P)	A
* Accounting Supervisor	G	B
* Acquisition Supervisor Inventory & Receiving	9	A
* Administrative Assistant	7	A
* Administrative Services Supervisor	13 (3)	A
* Architectural Designer I	6	A
* Architectural Designer II	10	A
Assistant Bookstore Supervisor	7	A
Assistant Bookstore Supervisor – Textbook	7	A
Board Office Supervisor	7	A
Bookstore Location Supervisor	2	A
* Bookstore Supervisor	9	A
Business Office Support Supervisor	9 (9)	A
* Buyer	9	A
* Career Guidance & Transfer Center Supervisor	10	A
CET Instructional Support Analyst	7	A
Chief Broadcast Engineer	13	A
Clerical Supervisor	5	A
* Compensation & Benefits Supervisor	13	A
* Computer Operations Supervisor	6 (5)	A
Construction Inspector	L	B
* Contract Specialist	10	A
* Curriculum Analyst	9	A
* Database Administrator	K	B
Digital Communications Specialist	10 (7)	A
Digital Print Production & Mail Services Supervisor	C	B
* District Facilities Supervisor – Building and Ground	G	B
* District Facilities Supervisor – Business Processes	F	B
* District Facilities Supervisor – Equipment Repair	F	B
* District Facilities Supervisor – HVAC/Electrical	F	B
* District Network Specialist Supervisor	10 (5)	B
District Office Accounting Specialist	7 (P)	A
District Reprographics/Digital Production Supervisor	9	A
* Enterprise Network Specialist Supervisor	13 (5)	A
* Executive Assistant to the Chancellor	13	A
Executive Assistant to the Office of the President/Executive Vice Chancellor	B (13)	B

SUPERVISORY/PROFESSIONAL CLASSIFICATIONS AND SALARY RANGES
(continued)

CLASSIFICATION TITLE	RANGE	SALARY SCHEDULE
Facilities Supervisor – Custodial I	6	A
* Facilities Supervisor – Custodial II	7	A
* Facilities Supervisor – Landscape	8	A
* Financial Aid Officer	12	A
* Food Services Supervisor	7 (8)	A
* Health Services Center Director (academic)	13 (1)	A
* Help Desk Supervisor	5	A
* Hourglass Park Supervisor	9 (6)	A
* Human Resources Systems Analyst	12 (11)	A
* Information Officer	L	B
* Instructional Computing Specialist Supervisor	11 (9)	A
Instructional Design Coordinator	11 (P)	A
* Instructional Support Supervisor	D	B
* Interpreting Services Supervisor	10 (2)	A
Lead Pool Attendant	3	A
Micro Specialist Supervisor	9	A
Nursing Center Supervisor	9	A
Outreach Coordinator	10	A
Parking Operations Supervisor	6	A
* Parking Program Supervisor	11	A
* Payroll Supervisor	13	A
Placement Officer	9	A
* Police Communications Supervisor	11	A
Police Sergeant	H	B
* Programmer Analyst	H	B
Publications Editor and Supervisor	9 (12)	A
* Purchasing Supervisor	I	B
* Radio Station Operations Supervisor	M	B
* Real Property Program Supervisor	13	A
Receiving/Stockroom Supervisor	7 (5)	A
* Regional Facilities Officer	11	A
* Regional Police Lieutenant	K	B
* Research & Planning Analyst	13	A
Senior District Office Accounting Specialist	9	A
* Senior Instructional Support Supervisor	10 (9)	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 Affairs Coordinator	5 (4)	A

SUPERVISORY/PROFESSIONAL CLASSIFICATIONS AND SALARY RANGES
(continued)

CLASSIFICATION TITLE	RANGE	SALARY SCHEDULE
* Student Services Analyst	M	B
* Student Services Supervisor I	10	A
* Student Services Supervisor II	12	A
* Student Support Services Officer (academic)	12	A
* Systems Administrator	K	B
* Systems Programmer	K	B
* Systems Support Analyst	E	B
* Technical Analyst	H	B
* Title IX Investigator	10 (10)	A
Web Designer & Support Supervisor	8	A

NOTES:

- * Classifications have been identified as Exempt under the Fair Labor Standards Act Guidelines
- (P) Non-exempt positions will transfer to AFT/Office-Technical Unit as each position becomes vacant per PERB decision effective 4/1/07.
- (1) Range does not reflect market adjustment, which is 17%.
- (2) Range does not reflect market adjustment, which is Range 12
- (3) Classification re-titled effective 05/09/2013
- (4) Classification established effective 11/08/2014
- (5) Classification reallocated effective 7/1/2015
- (6) Classification reallocated effective 7/1/2012
- (7) Classification established 11/08/2013 and re-titled effective 10/11/2014
- (8) Classification reallocated effective 1/1/2016
- (9) Classification established effective 7/1/2015
- (10) Classification established effective 09/11/2015
- (11) Classification reallocated effective 07/01/2014
- (12) Classification re-titled effective 11/08/2013
- (13) Classification re-titled effective 02/01/2016

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION
EVALUATION FORM

Employee Evaluated	Title
Evaluator	Title

- A. INSTRUCTIONS: Definitions for performance level degrees:
5. Performance is exceptional. Meets definition as stated in #4 but has also demonstrated outstanding success in meeting a specific mission of the District. (Appraisal Factor #5 requires justification comments – see Section C)
 4. Performance is above average, showing consistent and important contributions which exceed expectations in this position.
 3. Performance shows satisfactory attainment of the principle objectives expected in this position.
 2. Performance has not reached a satisfactory level and is below average because of a specific deficiency.
 1. Performance shows more than one deficiency which seriously interferes with the attainment of the expected objectives of the position. (Appraisal Factor #1 requires justification comments – see Section C)

B. PERFORMANCE CRITERIA	PERFORMANCE LEVEL				
	1	2	3	4	5
1 Demonstrates effective time management					
2 Demonstrates decisiveness with good judgment					
3 Demonstrates professional growth					
4 Demonstrates effective working relationships with peers, subordinates and superiors					
5 Demonstrates effective leadership qualities					
6 Demonstrates ability to function as a team member					
7 Takes initiative in accomplishing organizational goals					
8 Demonstrates creativity in problem solving					
9 Promotes effective use of fiscal resources					
10 Completes administrative assignments on time					
11 Demonstrates integrity					

Overall Evaluation (Circle One):

- Exceptional
- Above Average
- Satisfactory
- Less Than Satisfactory
- Deficient

C. PERFORMANCE LEVELS 1 AND 5 REQUIRE JUSTIFICATION COMMENTS:

Attach additional sheets if necessary

D. PLEASE IDENTIFY ANY UNIQUE CONDITIONS that existed which influenced the evaluation of the supervisor/professional administrator, such as “being a new employee” or “on an unusual assignment.

E. PLEASE COMMENT ON THE SUPERVISOR’S/PROFESSIONAL ADMINISTRATOR’S COMMUNITY INVOLVEMENT relative to District interests, if appropriate

F. EVALUATOR’S CERTIFICATION

Evaluator’s Signature	Title	Date

G. I have discussed this report with my manager and have received a copy of it. I understand that my signature does not necessarily indicate that I am in agreement with the rating but is merely an acknowledgement that the discussion has taken place.

Employee’s Signature	Title	Date Signed
Signature of Manager	Title	Date

Supervisor/professional administrator employees may, within ten (10) workdays of receipt of this Evaluation, submit a written response to the Evaluation. Response is to be submitted to the employee’s immediate supervisor and shall be included with Evaluation when an Appeal is desired and also shall be attached to the Evaluation and maintained in the office of record*

H. Appeal of Evaluation Desired: Yes: No:

I. Appealed Evaluation was reviewed and discussed with employee:

Signature of "Next Level" Manager**	Title	Date

*1 copy maintained by Manager

1 copy to employee

**In the event the "Next Level" Manager is the Chancellor, the Chancellor may select a designee

SUPERVISORY AND PROFESSIONAL ADMINISTRATORS ASSOCIATION HANDBOOK

INDEX*

<u>Subject</u>	<u>Page</u>
Acting Appointments (III)	6
Adjusted Workday (VI)	16
Administrative Transfers (III)	6
Adoption Leave (X)	26
Association Rights (XXIII)	57
Bereavement Leave (X)	27
California Family Rights Act (CFRA) (XII)	34
Catastrophic Illness or Injury Leave (VII)	21
Classifications and Salary Ranges (Appendix B)	61
Compensatory Time (V)	11
Computer Loan Program (XXII)	56
Court Appearance (X)	28
Discipline (XIX)	50
Due Process (XIX)	50
Duration of Handbook (XXIV)	58
Early Retirement Incentive (XV)	43
Educational Incentive Program (VI)	16
Employee Expenses and Materials (XVI)	44
Employee Rights (II)	4
Employee Status (I)	3
Employer "Pickup" Program of Retirement Contributions (VI)	16
Evaluations (XVIII)	48
Exempt/Non-Exempt Employees (workweek) (V)	11
Family Medical Leave Act (FMLA) (XII)	34
Family Necessity Leave (VII)	21
Flex Plan (XV)	43
Four-Ten Workweek (V)	9
Grievance Procedure (XVII)	45
Half-Salary Sick Leave (VII)	19
Health Leaves (VIII)	22
Holidays (XIV)	41
Hours of Work (V)	9
Industrial Accident and Illness Leave (XI)	30
Insurance Benefits (XV)	42
Interim Appointments (III)	6
Jury Duty (X)	28
Layoff (XX)	52
Lodging (VI)	16
Long-Term Leave of Absence (VIII)	22
Long-Term Military Leave (VIII)	23
Lost Checks (VI)	15

Lunch Period (V)	10
Meals (VI)	15
Medical Benefits (XV)	42
Mileage (VI)	15
Out-of-Class Assignment (V)	13
Overpayments (VI)	14
Overtime (V)	10
Part-Time Assignments (V)	10
Paternity Leave (X)	26
Pay and Allowances (VI)	14
Peace Officers (XXI)	54
Performance Evaluation (XVIII)	48
Personal Necessity Leave (VII)	20
Personnel Files (II)	4
Pregnancy Disability Leave (PDL) (XII)	34
Pregnancy Leave (VIII)	22
Professional Study Leave (VIII)	22
Promotion (VI)	15
Promotions (III)	6
Reassignment (IV)	8
Reclassification (IV)	8
Released Time (Paid) (XXIII)	57
Resource Allocation Formual (RAF) (Appendix D)	67
Rest Facilities (V)	10
Rest Periods (V)	10
Retirees Benefits (XV)	43
Return from Leave (Long-Term) (VIII)	24
Sabbatical Leave (IX)	25
Salary Schedules (Appendix A)	59
Seniority (XX)	52
Service Credit for Retirement (sick leave) (VII)	20
Service to Other Public Agencies (VIII)	22
Shift Differential Compensation (V)	12
Short-Term Leave of Absence (X)	26
Short-Term Military Leave (X)	28
Sick Leave (VII)	18
Sick Leave Conversion (VII)	20
Step Advancement (VI)	16
Substitutes (III)	7
Temporary Disability Allowance (XI)	31
Terminating Employees (vacation) (XIII)	40
Transfers (III)	6
Travel (XVI)	44
Tuition Reimbursement (VI)	16
Underpayments (VI)	14
Uniform Allowance (XXI)	55

Vacation (XIII)	39
Voluntary Transfers (III)	6
Workday (V)	9
Workers' Compensation (XI)	30
Workweek (V)	9

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