

**ASSOCIATION
OF
CONFIDENTIAL EMPLOYEES**

HANDBOOK

JULY 1, 2020 – JUNE 30, 2023

WITH

SAN DIEGO COMMUNITY COLLEGE DISTRICT

The provisions of the *July 1, 2020* through *June 30, 2023* Handbook for the Association of Confidential Employees are hereby approved.

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

Date: _____

SAN DIEGO COMMUNITY COLLEGE DISTRICT

CONFIDENTIAL EMPLOYEES HANDBOOK

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CHAPTER I - EMPLOYEE STATUS

- 1.1 All employees designated as "Confidential" by the San Diego Community College District shall be covered by the provisions of this handbook.
- 1.2 New employees with the District are considered probationary employees until they have satisfactorily completed one (1) calendar year of service, twelve (12) months from the date of initial assignment, at which time they become permanent.
- 1.3 Probationary periods may be extended due to absences greater than 5 consecutive workdays and/or 10 non-consecutive workdays that occur during the probationary period and is not related to approved vacation.
- 1.4 When a probationary period is extended, the employee shall be provided notice by Human Resources in a reasonable period of time.
- 1.5 When a job classification is to be added or deleted from the Association of Confidential Employees, the District will provide written notification to the Association representatives for communication purposes only.
- 1.6 Employment procedures, which are developed by Human Resources, the Chancellor and the Board, shall be published and disseminated to the Association of Confidential Employees. Association representatives shall be notified, and input sought, prior to modification of employment procedures.

CHAPTER II - EMPLOYEE RIGHTS

2.1 Personnel Files

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

CHAPTER III - WORKWEEK AND HOURS OF WORK

3.1 Workday

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

3.2 Workweek

Workweek is defined as: Forty (40) hours of work during any five (5) consecutive days. The five (5) consecutive days may begin on any day of the week. As a general rule, exempt employees are not assigned an ongoing modified workweek as shown below:

3.2.1 Alternative Workweek Schedules

At the option of the District, unit members may be assigned the following schedules:

3.2.1.1 Four-Ten Workweek

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

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

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

3.2.2 Overtime for Workweek Schedules

Overtime shall not be earned except when the regular workday or workweek hours are exceeded as designated in Sections 3.2 and 3.7.

3.3 Part-Time Assignments

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

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

3.4 Lunch Period

Employees shall be permitted a minimum of one-half (1/2) hour up to one (1) hour, unpaid, duty-free lunch period at the approximate midpoint of their shift. The length of the lunch period is subject to approval by the supervisor.

3.5 Rest Periods

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

3.6 Rest Facilities

The District shall make available at the District Office, a lounge, lunchroom, rest room, and lavatory facilities for employee use.

3.7 Overtime

3.7.1 Overtime is defined as authorized time in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours worked in a week. At the option of the District, overtime compensation may be in the form of compensatory time off. Compensatory time off must be taken within sixty (60) days of the time worked; afterwards the employee shall be paid cash for the time worked upon request. Any accumulated compensatory time off shall be deducted prior to the use of vacation leave.

3.7.2 An employee cannot accrue more than two hundred forty (240) hours of compensatory time. Any overtime which is worked for compensatory time off which exceeds this limit shall be compensated in cash payment until the compensatory time balance has been reduced.

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

3.7.4 An employee who is required to work on a District-recognized holiday shall be compensated at one times (1.0) their regular rate of pay plus one and one half

(1.5) times the hours worked on the holiday for a total of two and one half time (2.5) times their regular rate of pay.

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

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

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

3.8 Hours Worked

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

3.9 Notice of Change in Workday or Workweek Hours

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

3.10 Adjusted Workday

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

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

3.11 Exempt Employees Absence for Less than One Day

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.

An exempt employee's pay or leave credits shall not be subject to deductions for absences of less than four (4) hours. If the leave request is for more than four (4) hours, the employee may be requested by the supervisor to enter the leave into the electronic

timekeeping system for those hours. The employee shall request permission from their immediate supervisor in advance of such absences.

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.

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 IV - TRANSFERS, PROMOTIONS, AND SENIORITY

4.1 Voluntary Transfers

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

4.2 Administrative Transfer

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

4.3 All Transfers and Promotions

4.3.1 When an employee is selected for a position the employee shall be released from their current position and assigned to the new position within eleven (11) working days of receipt of the Personnel Assignment Status Sheet by the Human Resources office.

4.3.2 Any pay, benefits and/or seniority changes resulting from a promotion shall be effective on the eleventh (11th) working day after acceptance of the offer by the candidate to Human Resources, or the first day of assignment in the new position, whichever occurs first.

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

4.3.4 Unit members who voluntarily demote or voluntarily accept a position in a lower classification shall be placed on the salary step that has the least amount of impact to the Unit member's salary.

4.4 Seniority

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

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

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

4.5 Order of Layoff

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

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

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

4.7 Bumping Rights

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

4.8 Rehire

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

4.8.1 A laid off employee who applies to fill a posted position which they have not previously held, will be hired in preference over all other new candidates or internal transfers, provided the laid off employee meets all of the qualifications of the position posting.

- a. The rehired employee will serve a probationary period of 12 months for a classification not previously held.
- b. A rehired 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.

4.9 Employee Notification to the District

- 4.9.1 Employees are responsible for notifying the District Employment Office of any changes of address in order to assure that they will receive timely employment offers. Such offers will be sent to the last known address by certified mail.
- 4.9.2 An employee who is offered reemployment with the District shall have three (3) days to accept or reject the offer. Upon acceptance of reemployment, the employee shall have thirty (30) days to report to work.
- 4.9.3 An employee need not accept the reemployment offer to maintain eligibility on the reemployment list, provided that the employee notifies the District of the refusal of reemployment within three (3) days of receipt of the reemployment notice.

4.10 Impact/Effects of Layoff

- 4.10.1 Laid-off employees shall continue to receive District-paid medical benefits for ninety (90) days beyond the end of the month in which the layoff is effective.
- 4.10.2 Employees subject to layoff shall be authorized to use up to seven (7) days of Personal Necessity Leave prior to the effective date of the layoff in order to seek outside employment.
- 4.10.3 The District shall utilize laid-off employees for hourly work to the extent that such employees are available for hourly employment. Such employees interested in hourly work must file a letter to that effect.
- 4.10.4 In the event a layoff has the impact of increasing/changing an employee's assignment/workload, the following shall apply: In the case of a change in assignment causing an employee to perform duties not in their current classification, the employee may utilize the provisions of Chapter V – Reassignment of an Employee as a Result of Reclassification or Reorganization.

CHAPTER V - REASSIGNMENT OF AN EMPLOYEE AS A RESULT OF
RECLASSIFICATION OR REORGANIZATION

- 5.1 When a permanent Confidential employee is reassigned to a position in a lower class, resulting from reclassification, reorganization, or demoted in lieu of layoff, that employee shall receive a monthly stipend to adjust the monthly salary to the previous level. This monthly stipend will be adjusted, as needed, to align the employee's base salary placement with their previous level-until that employee is entitled to a higher salary in the new classification or range. When calculating the amount of stipend to provide to an affected employee, the base wage of the new assignment shall not include any additives assigned to the position including but not limited to out-of-class pay, shift differential, or other base wage enhancements.
- 5.2 If a permanent Confidential employee is so reassigned, the employee will automatically be considered and be on the final list of those interviewed for a position in the employee's previous classification.
- 5.3 The Board-approved policies and District administrative procedures for Classification Review shall be followed by the Confidential employees.

CHAPTER VI - EVALUATION

6.1 Probationary and Restricted Employees

6.1.1 The immediate supervisor shall prepare a formal evaluation (see Appendix C) for probationary employees prior to the end of the fifth (5th) month of service and prior to the completion of the tenth (10th) month of service.

6.1.2 Promotional or reclassified employees shall be evaluated by their immediate supervisors prior to the end of the fifth (5th) month after promotion or reclassification.

6.1.3 A conference shall be held to discuss the results of the evaluation. A copy of the evaluation shall be given to the employee and the supervisor shall retain the original. The evaluation of the probationary or restricted employee shall not be subject to the grievance process.

6.2 Permanent Employees

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

CHAPTER VII - PAY AND ALLOWANCES

7.1 Pay Warrants

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

7.2 Method of Payment

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

7.3 Payroll Errors

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

In cases of overpayment, the Confidential employee shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the Confidential employee'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 Confidential employee's gross pay for that month, said deduction shall be limited to five percent (5%) of the Confidential employee's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

A letter from the District Payroll Department will be provided to the affected employee with an explanation of the overpayment error, options for repayment and an acknowledgement regarding the repayment..

7.4 Special Payments

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

7.5 Lost Checks

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

7.6 Pay Increases

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

7.7 Promotion

Any employee in the Confidential Unit receiving a promotion under the provisions of this handbook shall be moved to the appropriate range and step of the new class to ensure approximately ten percent (10%) increase as a result of that promotion; except, that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

7.8 Shift Differential Compensation

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

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

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

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

7.9 Out-of-Class

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

appropriate range, or the step the employee would be placed on if promoted to the classification, whichever is greater.

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

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

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

7.10 Mileage

Any Confidential employee required to use their vehicle or public transportation on District business shall be reimbursed for all miles driven on behalf of the District per District Administrative Procedure AP 6310.2, *Employee Reimbursement for Use of Personal Car*. The mileage rate reimbursement shall be at the prevailing IRS rate per mile. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds within fifteen (15) days of receipt of the claim by the Accounting office.

7.11 Meals

Compensation will be in accordance with the provisions of Administrative Procedure 6310.1.

7.12 Lodging

Compensation will be in accordance with the provisions of Administrative Procedure 6310.1.

7.13 Service Increments

Unit members initially hired from January 1 through June 30 shall receive their first step increment the following January 1.

Unit members initially hired from July 1 through December 31 shall receive their first step increment on January 1 after completing one (1) full year of service. Subsequent step movements will occur on January 1.

This does not affect step advancement due to the educational incentive program as defined in Section 7.14.

7.14 Educational Incentive Program for A – O Steps

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

7.15 Tuition Reimbursement

Upon satisfactory completion of courses from an accredited institution or professional certification association, an employee shall be reimbursed for tuition, registration, fees and books. Official transcripts verifying a grade of “C” or above will be considered proof of satisfactory completion and be provided by the eligible employee and forwarded to the office of Human Resources. The total amount reimbursed per fiscal year shall not exceed five hundred dollars (\$500) per employee. Effective January 1, 2016, the total allocation for the unit is three thousand dollars (\$3,000). Any funds remaining at the end of the fiscal year may be distributed equally to employees who submitted costs in excess of five hundred dollars (\$500).

7.16 Salary

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

CHAPTER VIII - SICK LEAVE AND PERSONAL NECESSITY LEAVE

8.1 Sick Leave

8.1.1 Eligibility

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

8.1.2 Application For Benefits

An employee shall be required to report an absence of any duration to either the immediate supervisor or a designee. All requests for leave shall be made electronically via the District approved timekeeping system, and shall be submitted to the immediate supervisor for each separate pay-reporting period. Upon return, the employee must electronically submit within five (5) calendar days any additional leave taken which was not included in any previous applications. Time not submitted within 5 days of the employee's return from an absence, which was not included in any previous application, shall be marked as unauthorized. A physician's statement with signature may be required for leaves of any duration and must be provided for any leave over five (5) workdays. Three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, employees must provide a written clearance of the attending physician indicating recovery, and fitness to resume a full range of normal duties as specified in the District position description.

8.1.3 Authorized Uses

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

8.1.3.1 Family Necessity Leave

A maximum of forty-eight (48) hours of accrued full salary sick leave may be used in a fiscal year for absence to care for the

employee's sick child, parent, spouse or domestic partner. Employees employed less than full-time may use a proportionate amount of the full-time allocation (based on the unit member's assignment) for this purpose.

8.1.4 Sick Leave Allowance

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

A permanent employee who resigns, does not retire from CALSTRS or CALPERS, and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused Sick Leave credits restored.

8.1.5 Half-Salary Sick Leave

Unit members will be credited annually with twelve (12) full-pay sick days during the pay period in which July 1 falls. At that time, half-pay illness days will be credited to make up any difference between the number of full-pay days the Unit member has accumulated and one hundred (100) days. If the number of full-pay days a Unit member has accumulated equals or exceeds one hundred (100) days, no additional half-pay days will be credited.

Example: An employee with a sick leave balance of zero (0) hours on June 30 will receive twelve (12) full-pay days and 88 half-pay days of sick leave on July 1.

An employee with a sick leave balance of 80 hours (10 days) on June 30 will receive twelve (12) full-pay days and 78 half-pay days of sick leave on July 1.

8.1.6 Transfer of Accumulated, Full-Salary Sick Leave

A classified employee who previously worked for another California school district or County Superintendent of Schools shall have their 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;

8.1.7 Extenuating Circumstances and Special Conditions

8.1.7.1 Quarantines

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

8.1.7.2 Illness Preceding Death

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

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

8.1.7.3 Sickness While On Duty

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

8.1.7.4 Work While Convalescing

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

8.1.7.5 Service Credit for Retirement

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

8.2 Personal Necessity Leave

- 8.2.1 A maximum of fifty-six (56) hours of accumulated, full-salary sick leave credit may be used for Personal Necessity Leave in each fiscal year at the discretion of the unit member. Absences for Personal Necessity Leave may be taken in increments of fifteen (15) minutes or more.
- 8.2.2 Requests for Personal Necessity Leave are to be submitted in writing to the immediate supervisor and must have prior approval. In an emergency, requests for Personal Necessity Leave may be made orally to the immediate supervisor, but still must be approved in advanced.
- 8.2.3 Absences for Personal Necessity shall not be granted during a scheduled vacation or leave of absence unless documentation is provided.
- 8.2.4 Verification may be required, including a signed statement by the employee and/or the attending physician.

8.3 Minimal Sick Leave Usage Credit

- 8.3.1 Full-time employees who have worked July 1 through June 30 of the previous year, and who have used two (2) days (sixteen [16] hours) or less sick leave during that period are eligible to request (by submitting a written request to Payroll with a copy to their supervisor) an additional day of vacation be added to their vacation leave balance. The request shall be submitted during July following the completion of the fiscal year. Unit members who are more than sixteen (16) hours over the maximum accumulation of vacation accrual are not eligible for this credit.

8.4 Catastrophic Illness or Injury Leave

Unit members may be permitted to contribute up to a maximum of five (5) accumulated vacation 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 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 (thirty calendar days or more) as verified by a physician. The District may require the employee who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;

- b. The contributions will be on an individual solicitation basis by ACE after the ill/injured employee makes the need known to the Director of Payroll, their Executive Management Employee (Cabinet Member), or unit representative;
- c. The ill/injured employee must have exhausted all accrued full-salary paid leave;
- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) work days may be utilized by the ill/injured employee in full day increments 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 IX - SHORT-TERM LEAVE OF ABSENCE

9.1 Eligibility

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

9.2 Application For Benefits

Requests for Short-Term Leaves shall be made electronically via the District approved timekeeping system, and shall be filed with the employee's supervisor and the college/division President/Vice Chancellor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

9.3 Authorized Leaves

Short-Term Leaves are those which include the following:

9.3.1 Personal Business Leave With Pay

Employees may be excused from duty with verbal permission from the supervisor for a period of not more than two (2) hours in increments of fifteen (15) minutes. If the supervisor denies the request, said denial is not grievable. Reasons for and conditions of Personal Business Leave are ~~not~~ 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 religious, civic, or fraternal conventions.
- h. Funeral attendance.
- i. Emergency child-care problem.
- j. Meeting spouse or seeing them off to overseas duty.
- k. Attendance at a wedding.
- l. Taking examinations.
- m. Medical/Dental/Vision appointments.
- n. To serve as executor of a will.
- o. Religious observances.
- p. Registering for classes.
- q. Attendance at child's individual parent-teacher consultation.

Personal Business Leave shall be entered by the employee and approved by supervisor in the HR online time reporting system

9.3.2 Personal Business Leave Without Pay

Permission to be absent without pay for more than two (2) hours may be granted to an employee, not to exceed one (1) month, and in increments of not less than four (4) hours. Requests for time off beyond ten (10) work days require the approval of the Executive Management Employee (Cabinet Member)

9.3.3 Paternity/Adoption Leave

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

9.3.4 Bereavement Leave

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

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

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

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

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

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

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

- aunt
- uncle

- niece
- nephew
- divorced spouse or in-law.
- cousin

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

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

9.3.4.6 Leave from Sections 9.3.4.1 – 9.3.4.3 above may be taken up to twenty-one (21) days following the death but must be used consecutively. One (1) day of leave may be taken after the twenty-one (21) days providing it was not used previously as a result of the same death.

9.3.5 Short-Term Military Leave

- 9.3.5.1 An employee shall be granted leave with pay for the purpose of undergoing ordered 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.
- 9.3.5.2 Ten- (10) month employees who are members of military reserve units shall request their military active-duty training orders for periods when classes are not in session.
- 9.3.5.3 Short-Term Military Leaves for active duty will be granted during the college year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.
- 9.3.5.4 The Leave Request Form shall be submitted with copies of official orders attached.

9.3.6 Leave For Court Appearance

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

9.3.7 Leave for Jury Duty

Leave of absence shall be granted to any employee called for jury duty. Second (2nd) or third (3rd) shift employees who serve on jury duty shall be temporarily transferred to day shift for pay purposes only, without loss of pay. When responding to initial summons to determine eligibility for jury service, an employee shall be excused from duty with pay.

CHAPTER X - LONG-TERM LEAVE OF ABSENCE

10.1 Eligibility

Long-Term Leaves of Absence (those in excess of one [1] month) may be granted to permanent employees covered by this handbook. Probationary employees are eligible to request Health Leave or Military Leave only. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) leave shall run concurrently with leave provided under Chapter XII. Probationary employees, who are approved for a long-term leave, may have their probationary period extended per Section 1.1.3 of this handbook.

10.2 Application for Benefits

All requests for leave shall be made electronically via the District approved timekeeping system, with all necessary documentation provided, such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor in advance of the intended leave.

10.3 Authorized Uses

Long-Term Leaves are authorized for the following uses:

10.3.1 Professional Study Leave

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

10.3.2 Health Leaves (Including Leave Due To Pregnancy)

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

10.3.3 Service to Other Public Agencies

Long-Term Leaves of Absence may be granted to employees to serve another public agency in some full-time capacity which will benefit the District and the employee, or to serve as an elected official in public office, up to a lifetime maximum of two (2) years of all combined leaves from this section.

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

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

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

10.3.4.1 Salary Entitlement (First Thirty [30] Days)

An employee who has a minimum of one (1) year of prior service with the District shall receive 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.

10.3.4.2 Return To The District

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

10.3.4.3 Forfeiture Of District Position

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

10.4 Length of Leave

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

10.5 Salary Consideration

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

10.6 Retention of Earned Sick Leave

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

10.7 Return from Leave

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

10.7.2 An employee granted a leave of absence for reasons other than those enumerated above, shall, at the expiration of such leave, have 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 the classified service.

10.8 Sabbatical Leave

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

- a) Coursework must be taken at an accredited institution and may be approved for the following purposes:
 - 1) Related to the employee's current District position, or
 - 2) Contribute to professional growth and promotional opportunities within the District.
- b) Applications for sabbatical leave shall be filed with the appropriate Executive Management Employee (Cabinet Member) through the Chancellor on the form prescribed and provided by the District Human Resources Office. The Unit member's immediate manager may provide a written Recommendation for approval/disapproval within five (5) business days of the leave application, which recommendation shall also be communicated to the applicant within a reasonable timeframe. It is recommended that the sabbatical leave applicant consult with the appropriate manager/supervisor, and/or school dean/manager prior to submission of a sabbatical request to consult on how the leave applicant's work will be

accomplished during their absence, provide additional information or clarification regarding the proposed plan, address any other issues identified.

If a program of study or professional development is to be undertaken, then a full description of the program/credential/ degree shall be included. If a research project is to be undertaken, then a preliminary meeting and approval of the appropriate Cabinet Member is required. An outline of the research project and a projected log of hours to be spent on the project are required. The benefits to the district, college, school, departments, students and to the faculty member shall be described fully.

Within ten (10) business days of receipt of the application, the Executive Management Employee shall notify the applicant whether the application will be forwarded to the Chancellor for consideration. If approved by the Chancellor, the request will be forwarded to Board of Trustees for final action. If the application is not approved during any step of this process, the application shall be returned to the applicant with written reason(s) as to why it was not moved forward.

- c) Final action taken by the Board on any recommended sabbatical shall be communicated to the Confidential employee with an explanation if disapproved.
- d) Unit Members who have completed a sabbatical leave are ineligible for a sabbatical leave until completion of each additional six (6) consecutive years of confidential service. Time spent on sabbatical leave may not be included in any such six (6)-year period.
- e) The employee on sabbatical is not eligible for tuition refund for the coursework or books associated with the sabbatical;
- f) The employee on sabbatical must serve the District for twice the sabbatical leave time taken following return from sabbatical and must provide a bond that repays the District if service for twice the sabbatical leave time is not fulfilled;
- g) Options for the sabbatical include one-half (1/2) year at full salary or one (1) year at one-half (1/2) salary.

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

11.1 FMLA/CFRA

11.1.1 Conditions

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

11.1.2 Eligibility

A unit member qualifies for a FMLA/CFRA leave if the employee: (1) has been employed for at least twelve (12) months (need not be consecutive); and (2) has a minimum of one thousand two hundred fifty (1,250) hours of service in the twelve (12) months preceding the leave.

11.1.3 Duration

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

11.1.4 FMLA/CFRA Qualifying Reasons

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

11.1.5 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave. Medical certification required when the unit member requests leave for the care of the employee's seriously ill child, spouse, or parent shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) an estimate of the time the health care provider

believes the unit member needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care. Medical certification required for the unit member's own serious health condition shall include (a) the date when the serious health condition began; (b) the probable duration of the condition; and (c) a statement that due to the serious health condition, the employee is unable to perform the functions of his or her position.

11.1.6 Compensation

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

11.1.7 Reinstatement

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

11.2 Pregnancy Disability Leave (PDL)

11.2.1 Conditions

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

11.2.2 Eligibility

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

11.2.3 Duration

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

11.2.4 Medical Certification

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

11.2.5 Reinstatement

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

11.3 Parental Leave

11.3.1 Definition

Leave for unit members after delivery of baby or placement of adopted or foster child.

11.3.2 Conditions

Leave for unit members to bond with baby or placement of adopted or foster child. Can run concurrent with FMLA/PDL from the birth of baby and can run concurrent with CFRA. Leave under 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 for paid parental leave during any 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 12 workweeks. Parental Leave can run concurrent with PDL from birth of baby and then CFRA for baby bonding.

11.3.3 Eligibility

Unit members must have worked for the District for a minimum of 12 months prior to the beginning of leave. No other requirements need to be met.

11.3.4 Notice

Unit 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 for 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.

11.3.5 Duration

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

CHAPTER XII - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

12.1 Eligibility

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

12.2 Application For Benefits

All requests for leave shall be made electronically via the District approved timekeeping system, and shall be filed with the employee's supervisor within five (5) workdays of the commencement of the leave, or upon return to duty, whichever is the lesser. 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 employee's work limitations and length of time the work limitations are to be in place or the duration of the leave.

12.3 Authorized Use

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

12.4 Leave Allowance

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

12.5 Compensation

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

12.6 Return to Work

Prior to returning from a work-related injury or illness, the employee 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 employee'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 employee 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. In cases where the employee has been on leave for thirty (30) days or more, the employee must provide written clearance from the attending physician(s) not less than three (3) workdays prior to returning to work.

12.6 Leave Available Upon Expiration Of Accident Leave

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

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

12.7 Absence Beyond Expiration Of All Leaves

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

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 made electronically 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. Confidential employees with accrued compensatory time shall be required to use that time before any vacation time is authorized.

13.3 Vacation Allowance

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

13.3.1 Employees accrue vacation for each month of service as follows:

- 1) One (1) through five (5) years of continuous District service - 1.7 days (13.34 hours) for full-time assignment (approximately twenty [20] days per year).
- 2) Following the first day of the first month after completion of the fifth year and thereafter of continuous District 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:

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

13.3.3 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by their current accrual rate. The Human Resources Department shall inform, in writing, the manager and the unit member of vacation accrued in excess of this amount when it is known. Within two weeks of receiving notice that they have exceeded the vacation maximum, the unit member must schedule and received approval for vacation leave to reduce the

excess vacation accrual below the limit. If the supervisor does not approved the employee's plan to use vacation time, the supervisor will schedule and direct the employee to take the excess vacation hours according to a schedule the supervisor deems appropriate. Vacation time which is directed to be taken shall be in increments full days and will be deducted from the vacation leave bank of either the non-exempt and exempt employee

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

Vacation requests shall be entered into the electronic timekeeping system to be approved or denied. Whenever a requested vacation is denied, the supervisor shall contact the Association member and attempt to identify alternative dates that can be taken which can be approved.

Association members who are on an approved vacation shall not be expected to check emails, receive calls, or participate in work assignments, except in the event of an emergency.

- 13.3.4 When a temporary, hourly employee who has worked full time without a change in that position becomes a regular monthly employee, the employee shall be credited with time served in such temporary, hourly status retroactive to the beginning of the current fiscal year in determining their vacation allowance.
- 13.3.5 A month shall be employment for at least fifteen (15) calendar days for purposes of crediting/not crediting the first month of a new hire.
- 13.3.6 District employees who are promoted into this unit shall be eligible to accrue vacation at the rate achieved in the former unit and shall not have their accrual rate reduced as a result of the promotion.
- 13.3.7 District employees who are released to work for other public agencies, for which the District is receiving reimbursement for salary and benefits, shall not accrue vacation during their absence.

13.4 Break in Service

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

Employees who have had a break in service will be given credit only for the total months of service with the District except that service broken for periods of less than ninety (90)

calendar days shall be disregarded when computing the number of full months completed.

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

CHAPTER XV - INSURANCE BENEFITS

The District agrees to continue its participation in VEBA which began January 1, 1994, and to offer a comprehensive health plan through VEBA.

15.1 Fringe Benefits Committee

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

15.2 Active Unit Member Coverage

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

15.2.2 The contribution levels for medical, dental, and vision insurance may be increased as a result of the application of the Resource Allocation Formula. (Reference Appendix B)

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

The District shall contribute up to one thousand one hundred five dollars and one cent (\$1,223.47) (effective January 1, 2020) per month toward the cost of the individual premium (which includes coverage for the employee, spouse or domestic partner, and dependents) for any of the medical insurance plan options offered through the District.

Eligible employees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions as pre-tax gross income as per IRS regulations.

The District shall contribute the same amount as that for active Confidential employees toward the premium for the District's group medical insurance on behalf of a surviving spouse of a deceased Confidential employee for a period of one (1) calendar year following the death of the Confidential employee.

The District monthly payment shall apply toward the cost of the premium for any of the medical insurance plan options offered through the District. If the surviving spouse elects to participate in a plan option which exceeds the District contribution the surviving spouse shall be required to contribute the difference in the form of deposits at least one (1) month in advance. The District's contribution toward the medical insurance plan option shall be paid

for a period of one (1) calendar year from the date of death of the Confidential employee.

At the conclusion of the one calendar year of District-paid medical insurance, the surviving spouse may continue to participate in the District medical plan by paying premiums to the District at least one month in advance.

- 15.2.4 Dental: The District contribute up to one hundred eleven dollars and twenty-nine cents \$111.29 (effective January 1, 2020) per month toward the cost of the premium for a group dental, for a group dental plan providing two thousand dollars (\$2,000) of annual coverage for eligible employees and their dependents.
- 15.2.5 Vision: The District shall contribute up to thirteen dollars and seventy-four cents \$13.74 (effective January 1, 2020) per month toward the cost of the premium for the District's group vision insurance plan a month for a group vision insurance plan for all eligible employees and their dependents.
- 15.2.6 Life Insurance: The District will pay the monthly premiums for one hundred thousand dollars (\$100,000) straight term life insurance for each employee.
- 15.2.7 Long-Term Disability: The full individual premium shall be paid by the District toward the cost of group long-term disability for eligible employees.
- 15.2.8 The Confidential Unit shall receive the same District contribution to medical/dental/vision benefits as the Management Unit.
- 15.2.9 This coverage applies to employees who are assigned to work half-time or more (twenty [20] hours per week or more).

15.3 Dual Coverage Waiver

Eligibility

District employees who are covered under the medical insurance programs of the San Diego Community College District by another District employee as each other's dependent, or where the unit member can provide proof of coverage from another VEBA employer, are eligible to receive a monthly stipend in-lieu-of coverage to help offset out-of-pocket medical expenses.

Requirement

In order to receive the "In-Lieu-of Dual Medical Coverage" stipend, one of the enrolled employees must waive medical coverage by completing a San Diego Community College District Waiver Form. This waiver may be voluntarily rescinded during Open Enrollment each year, and will automatically rescind if the covered employee loses coverage due to resignation, retirement, layoff, reduction in hours, or any change in dependent status. In the

event of rescission, District coverage will begin for the dependent of the covered employee effective on the effective date of the rescission (no lapse in coverage).

Payment

Beginning with the month dual coverage ceases, an annual amount not to exceed \$1,500 will be set as a stipend in the monthly paycheck of the employee waiving medical coverage. The \$1,500 will be divided by the number of annual pay warrants and paid as \$150.00 monthly for employees paid on a 10 month basis, \$136.36 monthly for employees paid on a 11 month basis, and \$125.00 monthly for employees paid on a 12 month basis. The annual stipend amount will be increased each January 1 by the average percentage increase in the cost of the District's Kaiser medical plan premiums.

15.4 Retiree Coverage

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

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

15.4.2 Advance Notice of Retirement Incentive

An ACE Unit employee, with a retirement date after July 1, 2020, is eligible for additional cash payment equivalent to three (3) months of the unit member's monthly base pay, as listed in the salary schedule, provided they meet the eligibility requirements listed below:

- The ACE Unit employee will be retiring from the State Teachers' or Public Employees' Retirement Systems on a service retirement;
- The ACE Unit employee will have worked as a contract employee for the San Diego Community College District for a minimum of ten (10) years as of the date of the employee's retirement;
- The ACE Unit employee served the last five (5) years of employment in either the Association of Confidential Employees (ACE), the Supervisory and Professional Administrators Association (SPAA), or the Management Association;
- The ACE Unit employee is at least fifty-five (55) years of age at the time the notice is submitted;

- The ACE Unit employee will be retiring from the District and separating from service prior to the expiration of this agreement.
- The ACE Unit employee must provide at least sixty-five (65) working days advance written notice of their retirement date to their supervisor and the Vice Chancellor of Human Resources. Working days are days that the ACE Unit employee is expected to be at work and their District office location is open for business.
- The ACE Unit employee is expected to be in attendance at work during their last sixty-five (65) working days and to provide support to the District by participating in the transition and the completion of their work responsibilities.

If a previously submitted leave request was approved for the ACE Unit employee, prior to submission of their advance notice of retirement, such leave shall be reviewed by their supervisor, with the Cabinet member who has overall responsibility of the area/ department/ division/ campus, to confirm either the approved time can still be taken or that it will now be disallowed. This review will also include any plans for District travel or absences for District business/conferences.

During the final sixty-five (65) working days of employment, time off for absences will be restricted to ensure the necessary transition and the completion of work responsibilities. Requests to be absent on any type of leave involving pre-approval, shall also require the approval of the Cabinet member who has overall responsibility of the area/ department/ division/ campus in which the association employee works.

In no event shall the combination of any type of leaves or absences exceed a total of eighty (80) hours during the final sixty-five (65) working days of service. This eighty-hour count will include absences of less than a full day, even if the time off is not deducted from the association employee's leave bank. Failure to maintain absenteeism below eighty (80) hours during the final sixty-five (65) working days of service shall deem the unit member ineligible for the Advance Notice of Retirement Incentive cash payment.

Failure to meet all of these eligibility requirements shall deem the unit member ineligible for the Advance Notice of Retirement Incentive cash payment.

The amount of the Advance Notice of Retirement Incentive cash payment will be reduced by any amount of vacation payout for vacation accruals which are above the employee's maximum accrual amount.

This provision will sunset on June 30, 2023, and all retirements under this criterion must occur prior to this date. The ACE Unit may contact the District in January of 2023 to begin meet and confer discussion on the continuation of this provision.

15.5 Retiree Coverage Paid by Retiree

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

Retirees who have dental and vision coverage at the time of retirement may continue coverage at their own expense by paying premiums to the District at least one month in advance.

The surviving spouse of a deceased retiree may continue to participate in the District plan by paying premiums to the District at least one month in advance.

15.6 District Flex Plan

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

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

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

CHAPTER XVI - EMPLOYEE EXPENSES AND MATERIALS

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

CHAPTER XVII - DUE PROCESS

17.1 Discipline

- 17.1.1 The District shall maintain the right to warn, reprimand, suspend, demote or discharge any employee.
- 17.1.2 Discipline includes written reprimands, suspensions (with or without pay), demotions, and dismissals for cause. No employee can be disciplined for any single incident beyond ninety (90) calendar days following the occurrence or knowledge of said incident by the supervisor. In the case where an employee demonstrates either continuing or repeated problems, or several infractions which all relate to a serious behavior or attitude problem, the employee may be disciplined on all such incidents occurring within a two (2) year period.
- 17.1.3 The employee has the right to respond, in writing, to any written documentation kept on file, including letters of warning and counseling. The employee will have ten (10) working days, from the date of issuance, to respond and have that response attached to the letter.
- 17.1.4 An employee absent from duty without permission for five (5) consecutive working days shall be considered to have voluntarily resigned.
- 17.1.5 A probationary employee may be discharged during the first twelve (12) months of employment as a regular monthly employee without recourse to the grievance procedure. An employee serving a six (6) month probationary period following a promotion, may be summarily discharged from the classification to which they were promoted at the discretion of the District without recourse to the grievance procedure. In the event of release during the six (6) month probationary period, the employee will be reassigned to their former position, if vacant, or assigned to a similar position within their former classification. The employee will be restored to the same level of compensation they achieved prior to the promotion.

17.2 Due Process

- 17.2.1 When problems arise in the performance of assigned duties and responsibilities, the District will assist the employee in solving those problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction.
- 17.2.2 All permanent employees are eligible for a pre-disciplinary hearing conducted by the appropriate management employee next in line to the recommending supervisor, prior to any disciplinary action more severe than a one (1) day suspension.

- 17.2.3 In all cases involving a pre-disciplinary hearing, the appropriate manager, serving as a hearing officer, shall be required to provide to the employee in writing the following:
- a. The proposed disciplinary action,
 - b. A statement of charges,
 - c. The rule, regulation, practice or policy violated,
 - d. Statement of employee's right to review or receive copies of any documents or evidence,
 - e. Statement of employee's right to respond orally or in writing, or both, and
 - f. Right of employee to have representation.
- 17.2.4 The hearing date and time shall be set no sooner than twenty-four (24) hours after delivery of the written notice, unless an earlier date is mutually acceptable or an emergency situation exists.
- 17.2.5 After the informal hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the parties in writing of the final decision within ten (10) calendar days of the hearing.
- 17.2.6 Only disciplinary actions which involve the deprivation of salary or termination of employment are subject to Step 5 of the grievance procedure and only after the hearing officer's decision has been served on the employee. This appeal of discipline shall be made in writing to the Vice Chancellor, Human Resources within ten (10) days of the date of the final notice of discipline.

CHAPTER XVIII - GRIEVANCE PROCEDURE

18.1 Definitions

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

18.2 Procedure

- 18.2.1 First Step – Immediate Supervisor -- No later than thirty (30) days after an alleged grievance occurs; an attempt shall be made to resolve the matters in informal, verbal discussion between the grievant and the employee's supervisor. The supervisor shall make his decision known to the grievant within four (4) days of this meeting.
- 18.2.2 Second Step – President/Vice Chancellor -- If the grievance cannot be resolved informally, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form (see Appendix D). The grievant must file, within twelve (12) days of the supervisor's oral decision, a completed copy of the grievance form. Within twelve (12) days after such written grievance is filed, the grievant and the President/Vice Chancellor shall meet to attempt to resolve the grievance. The President/Vice Chancellor shall provide a written decision to the grievant within twelve (12) days of the filing of the grievance. Once a grievance claim under this procedure reaches Step II, neither the scope of the grievance claim nor the remedy sought may be expanded at subsequent levels.

- 18.2.3 Third Step – Vice Chancellor, Human Resources -- If the grievance has not been resolved at the Second Step, the grievant may file, within twelve (12) days of the President's/Vice Chancellor's written decision, an exact copy of the written grievance on the District form with the Vice Chancellor of Human Resources. Within twelve (12) days after such written grievance is filed, the grievant and the Vice Chancellor of Human Resources shall meet to resolve the grievance. The Vice Chancellor of Human Resources shall provide the grievant with a copy of the written decision within twelve (12) days following the Third Step meeting.
- 18.2.4 Fourth Step – Mediation (Optional) -- If the grievance has not been resolved at the Third Step, the grievant may request Mediation through a State appointed Mediator. Both parties must agree to the use of the mediation process. 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.
- 18.2.5 Fifth Step – Arbitration -- Within fifteen (15) calendar 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. 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 hearing officer. This person shall be designated as the arbiter. In cases of discipline, the fees and expenses, if any, of the arbiter shall be borne by the District. 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.

18.3 Restrictions

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

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

CHAPTER XIX - COMPUTER LOAN PROGRAM

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

The Confidential Unit will submit a list of the selected employees to the District. Employees will be notified by the Confidential Unit that they have been selected to receive the interest free loan. The employee must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. This form will be reviewed and approved by the District. Upon approval the employee will be issued a check made out to the vendor as soon as practical or the employee may pre-pay the full amount of the loan to any vendor and be reimbursed by the District upon submission of proper receipts and documentation.

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

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

CHAPTER XX - DURATION

- 20.1 This Handbook becomes effective July 1, 2020, and remains in full force and effect through and including June 30, 2023. Any economic improvements will be paid from the Resource Allocation Formula (RAF) (see Appendix B). The ACE Unit and the District may each open a maximum of two (2) non-economic Chapters of the Handbook each year, unless additional sections are mutually agreed upon. All other Handbook provisions are continued each year.
- 20.2 Should the District provide an improvement in employee benefits or compensation from District funds outside the RAF to any collective bargaining unit or meet and confer group covered by the RAF, the ACE Unit may meet and confer with the District for that same improvement.

San Diego Community College District
 ACE - Confidential Unit Salary Schedule
 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	Step L	Step M	Step N	Step O
18	\$2,871.84	\$3,015.43	\$3,166.20	\$3,324.51	\$3,490.74	\$3,665.27	\$3,848.54	\$4,040.96	\$4,243.01	\$4,455.16	\$4,677.92	\$4,911.82	\$5,157.41	\$5,415.28	\$5,758.42
19	\$2,944.76	\$3,092.00	\$3,246.60	\$3,408.93	\$3,579.38	\$3,758.35	\$3,946.26	\$4,143.58	\$4,350.76	\$4,568.29	\$4,796.71	\$5,036.55	\$5,288.37	\$5,552.79	\$5,904.65
20	\$3,022.82	\$3,173.97	\$3,332.66	\$3,499.30	\$3,674.26	\$3,857.98	\$4,050.87	\$4,253.42	\$4,466.09	\$4,689.39	\$4,923.86	\$5,170.06	\$5,428.56	\$5,699.99	\$6,061.18
21	\$3,178.95	\$3,337.90	\$3,504.79	\$3,680.03	\$3,864.03	\$4,057.23	\$4,260.09	\$4,473.10	\$4,696.75	\$4,931.59	\$5,178.17	\$5,437.08	\$5,708.93	\$5,994.38	\$6,374.22
22	\$3,343.29	\$3,510.45	\$3,685.97	\$3,870.27	\$4,063.79	\$4,266.98	\$4,480.33	\$4,704.34	\$4,939.56	\$5,186.54	\$5,445.86	\$5,718.16	\$6,004.06	\$6,304.27	\$6,703.75
23	\$3,515.84	\$3,691.64	\$3,876.22	\$4,070.03	\$4,273.53	\$4,487.21	\$4,711.57	\$4,947.15	\$5,194.50	\$5,454.23	\$5,726.94	\$6,013.29	\$6,313.95	\$6,629.65	\$7,049.75
24	\$3,697.65	\$3,882.53	\$4,076.65	\$4,280.49	\$4,494.51	\$4,719.24	\$4,955.20	\$5,202.96	\$5,463.11	\$5,736.26	\$6,023.07	\$6,324.23	\$6,640.44	\$6,972.46	\$7,404.28
25	\$3,889.72	\$4,084.20	\$4,288.41	\$4,502.83	\$4,727.98	\$4,964.37	\$5,212.59	\$5,473.22	\$5,746.88	\$6,034.23	\$6,335.94	\$6,652.74	\$6,985.37	\$7,334.64	\$7,799.41
26	\$4,092.06	\$4,296.66	\$4,511.50	\$4,737.07	\$4,973.93	\$5,222.62	\$5,483.75	\$5,757.94	\$6,045.84	\$6,348.13	\$6,665.54	\$6,998.81	\$7,348.75	\$7,716.19	\$8,205.14
27	\$4,304.68	\$4,519.91	\$4,745.90	\$4,983.20	\$5,232.36	\$5,493.98	\$5,768.68	\$6,057.11	\$6,359.97	\$6,677.96	\$7,011.86	\$7,362.46	\$7,730.58	\$8,117.11	\$8,631.46
28	\$4,529.62	\$4,756.10	\$4,993.90	\$5,243.60	\$5,505.78	\$5,781.06	\$6,070.12	\$6,373.62	\$6,692.30	\$7,026.92	\$7,378.27	\$7,747.18	\$8,134.54	\$8,541.27	\$9,082.50
29	\$4,857.27	\$5,100.13	\$5,355.14	\$5,622.89	\$5,904.04	\$6,199.24	\$6,509.20	\$6,834.66	\$7,176.40	\$7,535.22	\$7,911.98	\$8,307.58	\$8,722.96	\$9,159.10	\$9,739.49
30	\$5,080.15	\$5,334.16	\$5,600.87	\$5,880.91	\$6,174.96	\$6,483.71	\$6,807.89	\$7,148.29	\$7,505.70	\$7,880.99	\$8,275.04	\$8,688.79	\$9,123.23	\$9,579.39	\$10,186.40
31	\$5,245.52	\$5,507.80	\$5,783.19	\$6,072.35	\$6,375.96	\$6,694.76	\$7,029.50	\$7,380.97	\$7,750.02	\$8,137.52	\$8,544.40	\$8,971.62	\$9,420.20	\$9,891.21	\$10,517.98
32	\$5,416.02	\$5,686.82	\$5,971.17	\$6,269.72	\$6,583.21	\$6,912.37	\$7,257.99	\$7,620.89	\$8,001.93	\$8,402.03	\$8,822.13	\$9,263.24	\$9,726.40	\$10,212.72	\$10,859.87
33	\$5,592.69	\$5,872.32	\$6,165.94	\$6,474.24	\$6,797.95	\$7,137.85	\$7,494.74	\$7,869.47	\$8,262.95	\$8,676.10	\$9,109.90	\$9,565.40	\$10,043.66	\$10,545.85	\$11,214.10
34	\$5,775.52	\$6,064.29	\$6,367.51	\$6,685.88	\$7,020.18	\$7,371.19	\$7,739.74	\$8,126.73	\$8,533.07	\$8,959.72	\$9,407.71	\$9,878.09	\$10,372.00	\$10,890.60	\$11,580.70

Notes:
 Effective 1/1/17 Increase Step O 1.273%

CLASSIFIED CONFIDENTIAL EMPLOYEES

CLASS TITLES

<u>CLASS TITLES</u>	<u>SALARY RANGE</u>
Administrative Technician	22
Board Office Assistant	23
Chancellor's Office Assistant	21
Human Resources Technician	23
Labor Relations Analyst	31
Senior Classification Technician	26
Senior Compensation Technician	26
Senior Human Resources Technician	26



SAN DIEGO COMMUNITY COLLEGE DISTRICT

RESOURCE ALLOCATION FORMULA (RAF)

FOR

COLLECTIVE BARGAINING

Pending new RAF Agreement

CONFIDENTIAL EMPLOYEE EVALUATION

EMPLOYEE EVALUATED	TITLE
EVALUATOR	TITLE

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

A. DEFINITIONS FOR PERFORMANCE LEVEL DEGREES:

3 = Performance is above standard, showing consistent and important contributions which exceed expectations. Assigned more difficult tasks considered **above average** in complexity.

2 = Performance **meets expectations** and shows satisfactory attainment of the principal objectives. Tasks assigned are typical/average in level of difficulty.

1 = Performance has not reached satisfactory level and is **below average**; needs improvement. Assigned routine tasks; assignments require detailed checking. (Evaluator must provide suggestions, solutions, and corrective actions to employee.)

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

B. PERFORMANCE CRITERIA

(Highest Lowest)

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

OVERALL EVALUATION

- ABOVE AVERAGE*
- SATISFACTORY
- NEEDS IMPROVEMENT*

*Comments required in Section C.

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

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

- Above average: Has thorough knowledge to perform independently; if called upon, can instruct others and answer questions; is sought out as an expert to give advice.
- Satisfactory: Has sufficient knowledge in area of expertise to perform with minimal guidance; seeks instruction/information in “weak” or unfamiliar areas in order to accomplish tasks.
- Needs improvement: Requires instruction/guidance to perform all but basic tasks; has to be instructed repeatedly on same/similar/related tasks; does not independently seek information to increase knowledge to perform tasks.

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

- Above average: Consistently completes multiple, complex projects on time or ahead of time; uses long and short-term plans; can prioritize with input from management.
- Satisfactory: Has a good understanding of time requirements and completes projects on time; uses a calendar.
- Needs improvement: Rarely completes projects on schedule; fails to plan to meet deadlines; procrastinates on assignments and/or ignores deadlines; is only able to work on one project at a time.

3. Demonstrates decisiveness and uses good judgment.

- Above average: Consistently makes sound decisions by actively seeking input from parties involved; goes “the extra mile” to obtain data; anticipates problems; is realistic about constraints.
- Satisfactory: Seeks pertinent information and considers various options/viewpoints; appropriately refers to manager only those decisions which require higher level action; bases decisions on a analysis of information available.
- Needs improvement: Procrastinates; inappropriately defers decisions to others; fails to collect supporting data.

4. Takes initiative in accomplishing departmental goals.

- Above average: Actively seeks input from management on departmental goals; sets individual priorities in concert with departmental goals; to the extent possible, focuses efforts and resources to achieve these goals; keeps management apprised on progress toward goals.
- Satisfactory: Pursues department goals as identified by management; identifies barriers to accomplishing goals and suggests solutions.
- Needs improvement: Consistently unaware of department goals and priorities; relies on others to set goals; must be prodded to perform.

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

- Above average: Considers nontraditional solutions; looks for ways to increase efficiency and effectiveness; is able to spot potential problems and offer a variety of possible solutions; seeks input from outside the organization; willingly moves on to new ideas when proposed “solution” doesn’t work.
- Satisfactory: Able to identify, define and resolve problems; solicits input from relevant parties; involves others; uses a variety of problem-solving techniques.
- Needs improvement: Unable to identify, define and resolve problems; unwilling to try new ideas or job techniques; inflexible when “solution” doesn’t work; unwilling to admit failure and try someone else’s ideas.

6. Demonstrates effective communication skills.

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

7. Displays willingness to pursue professional growth opportunities.

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

8. Demonstrates integrity.

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

9. Functions effectively as a team member.

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

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

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

SDCCD Association of Confidential Employees

RATER GUIDELINES FOR A.C.E. EVALUATIONS

Introduction

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

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

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

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

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

Preparation

Before embarking on an evaluation, please ...

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

Review

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

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

CONFIDENTIAL UNIT GRIEVANCE FORM

See Chapter XVIII for Instructions & Timelines

NAME _____ ASSIGNMENT/LOCATION _____ DATE _____

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

Describe how you believe the contract was violated: _____

Remedy Sought: _____

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

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

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

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

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

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

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

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

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

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

Hearing Held _____ (J) Date of Hearing _____

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

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

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