

MANAGEMENT EMPLOYEES

HANDBOOK

FOR THE PERIOD

JULY 1, 2020 – JUNE 30, 2023

SAN DIEGO COMMUNITY COLLEGE DISTRICT

The provisions of the July 1, 2020, through June 30, 2023, Management Employees Handbook are hereby approved.

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

Date: _____

MANAGEMENT EMPLOYEES HANDBOOK

TABLE OF CONTENTS

	<u>PAGE</u>
CHAPTER I - EMPLOYEE STATUS	3
CHAPTER II - MANAGEMENT EMPLOYEE RIGHTS.....	4
CHAPTER III - SELECTION, CLASSIFICATION, AND TRANSFER.....	7
CHAPTER IV - HOURS OF WORK.....	12
CHAPTER V - PAY AND ALLOWANCES.....	13
CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE.....	20
CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE....	24
CHAPTER VIII - SHORT-TERM LEAVES OF ABSENCE.....	29
CHAPTER IX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.....	31
CHAPTER X - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)	34
CHAPTER XI - VACATION	38
CHAPTER XII - HOLIDAYS	41
CHAPTER XIII - INSURANCE BENEFITS.....	42
CHAPTER XIV - MANAGEMENT EMPLOYEE EXPENSES.....	48
CHAPTER XV - GRIEVANCE PROCEDURE	49
CHAPTER XVI – ADVANCE NOTICE OF RETIREMENT INCENTIVE	52
CHAPTER XVII - MANAGER EVALUATIONS	54
CHAPTER XVIII - DURATION	55
APPENDIX 1 (Administrative Retreat Rights).....	56
APPENDIX 2 (Resource Allocation Formula).....	57

APPENDIX 3 (Management Evaluation Form).....	58
APPENDIX 4 – A (Management Feedback Survey).....	61
Appendix 5 (FMLA/CFRA/PDL Leave Chart).....	65

CHAPTER I - EMPLOYEE STATUS

A. Management Employees in Classified Positions*

1. New employees to the District are considered probationary employees until they have satisfactorily completed one calendar year of service, twelve (12) months from the date of initial assignment, at which time they become permanent.
2. Employees promoted to management positions shall attain permanency in a new classification upon the completion of six (6) months of satisfactory service.
3. Probationary periods may be extended due to absences greater than 5 consecutive workdays and/or 10 non-consecutive workdays which occur during the probationary period and is not related to approved vacation.
4. Whenever a probationary period is extended, the employee shall be provided notice by the supervisor in a reasonable period of time.

B. Management Employees in Academic Positions

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

C. Length of Academic Manager Contracts

1. Based upon recommendation of the appropriate Chancellor's Cabinet member and approval of the Chancellor, positions of vice president can be given individual contracts of up to three (3) years' duration.
2. All other academic or classified manager employment contracts shall be for up to two (2) years' duration upon recommendation of the appropriate Chancellor's Cabinet member and approval of the Chancellor.
3. Appointments made to academic manager positions which begin earlier than July 1 shall normally include that portion of the calendar year preceding July 1 as a portion of the contract, at the discretion of the Chancellor.

D. Management Employees/Academic and Classified

All employees designated as "Management Employees" by the Board of Trustees shall be covered by the provisions of this Handbook and other policies of the Board of Trustees.

* Does not apply to classified managers who serve under an individual Classified Administrator Employment Contract.

CHAPTER II - MANAGEMENT EMPLOYEE RIGHTS

A. Reassignment or Demotion

1. Classified Managers*

When a classified management employee is reassigned or demoted to a position in another unit, the employee shall be granted full credit for all time served in the District, regardless of the type of assignment previously held.

*Does not apply to classified managers who serve under an individual Classified Administrator Employment Contract.

2. Academic Managers

- a. If reassigned or demoted to a position in another unit, a management employee in this category shall be granted full credit for all time served in the District. In addition, all education, teaching/non-teaching experience earned prior to appointment to the District and applicable to the position to which assigned shall be given credit in salary placement. Such credit on the schedule shall be in accordance with the rules of the salary schedule and bargaining agreement (or handbook) covering the position to which assigned.
- b. Management employees in this category shall be given a written notice by March 15 that he or she may be released from his or her administrative position for the following contract year and written final decision by June 1. If reassigned or demoted for the following contract year without the written March 15 and June 1 notices being given, the management employee shall continue to receive all entitlements of this Handbook until the beginning of the contract year following receipt of written March 15 and June 1 notices.
- c. At the discretion of the District, a management employee may be reassigned or demoted during the term of his or her current contract without cause, as defined in Education Code Section 87732. In addition to the rights granted under paragraph A.2.b. of this Chapter, if a management employee is reassigned or demoted during the term of their current contract without cause, the management employee shall continue to receive for the balance of the current contract term the salary and benefits which they would have received under the contract notwithstanding the immediate reassignment or demotion.

CHAPTER II - MANAGEMENT EMPLOYEE RIGHTS

d. Administrative Retreat Rights

See Appendix 1 which contains the District Procedure on Administrative Retreat Rights.

B. Extra Duty Adjunct Assignments

1. Management employees assigned to salary ranges less than that of Range 17 may request permission from their supervisor to work adjunct assignments beyond their regular monthly assignment. Permission is granted on a semester to semester basis and must be obtained for every semester length assignment.
2. Managers assigned to Range 17 and above may only work adjunct assignments in order to keep their teaching or counseling skills current. Such hourly assignments will be determined by the appropriate Chancellor's Cabinet member and cannot exceed more than .30 FTEF during one (1) semester each two (2) academic years unless approved by the Chancellor.
3. The assignment must be outside the management employee's regular normal work schedule. Exceptions can be made for substitute type assignments or when a team teaching assignment is necessary.
4. The Instructional Dean will ensure that all approvals have been obtained to offer an adjunct assignment.

C. Due Process

When problems arise in the performance of assigned duties and responsibilities, the District will attempt to assist the employee in solving these problems. Should discipline be warranted, such discipline shall be administered progressively beginning with a measure appropriate to the severity of the infraction. Discipline includes the District's right to reprimand, to suspend (without pay), demote, or to terminate. Discipline shall not be administered without just cause.

All permanent management employees are eligible for a pre-disciplinary hearing prior to any disciplinary action that includes the deprivation of salary. A post-disciplinary conference with the employee, including a written statement of the charge and the particular level or type of discipline imposed, will be provided.

If a unit member of the Management Association elects to be represented by the Association in a disciplinary matter, the unit member shall be allowed to have no more than two (2) Association representatives present during the disciplinary hearing. In all cases involving a hearing, the appropriate manager, serving as a hearing officer, shall be required to provide in writing the following:

CHAPTER II - MANAGEMENT EMPLOYEE RIGHTS

C. Due Process (Continued)

1. The proposed disciplinary action
2. A statement of charges
3. The rule, regulation, practice, or policy involved
4. Statements of employee's right to review, and/or receive copies of any documents/evidence.
5. Statement of employee's right to respond orally or in writing, or both, and
6. Right of the employee to have representation.

The hearing date should be set no sooner than ten (10) days after delivery of the written notice. After the hearing, all information provided by the employee and their representative shall be given to the manager serving as a hearing officer. The manager shall conclude the hearing by advising the employee that all facts and information shall be evaluated and, if necessary, investigated further prior to a final determination, the employee shall be notified of the final decision in writing, and in the event that discipline, which includes the deprivation of salary, is to be imposed; the letter shall constitute the notice and order of disciplinary action.

Within ten (10) days of receiving the notice of discipline the employee may file an appeal through Step 3 of the grievance process.

CHAPTER III - SELECTION, CLASSIFICATION, AND TRANSFER

A. Selection

1. The Chancellor, or designee, shall be responsible for the recruitment, selection, and recommendation to the Board of Trustees, of candidates for vacant management positions covered by this Handbook.
2. Consistent with the principles of affirmative action/equal employment opportunity, the District shall seek quality leadership, provide career opportunities for its current managers, and continue to recruit from the best available resources.
3. District employment procedures for management positions shall be published and disseminated through normal District channels.

B. Classification

1. All management employees employed by the District shall, upon their appointment, be classified within one of the classifications listed in Section B.2- of this Chapter.
2. Standard Classification Titles

Architect

Assistant Director, Buildings & Grounds

Assistant IT Director*

Associate Dean*

Chief of Police*

Construction Manager

Dean*

Director, Business Support Services*

Director, Disability Support Programs & Services*

Director, Employee Relations*

Director, Employee Services*

Director, Facilities Services*

Director, Fiscal Services

Director, Information Technology*

Director, Institutional Research*

Director, Legal Services and Equal Employment Opportunity*

Director, Military Education*

Director, Student Services*

Director of College Technology Services*

Director of Resource Development*

District Food Service Manager*

EOPS Director*

CHAPTER III - SELECTION, CLASSIFICATION, AND TRANSFER

2. Standard Classification Titles (Continued)

Equal Opportunity and Diversity Officer
Information Security Manager
Internal Auditor/Special Projects*
Manager, Applications Development*
Manager, Business Support Services
Manager, Fiscal Services*
Manager, Network and PC Services*
Manager, Technical Services*
Payroll & Retirement Services Manager
Program Activity Manager*
Risk Manager
Special Projects Manager*
Vice President, Administrative Services*
Vice President, Instruction*
Vice President, Student Services*

* Incumbents in this classification title will serve under an employment contract as indicated in Chapter I. C. whenever positions vacate and are filled.

C. Administrative Appointments

1. The term "administrative appointment" as used in this Section shall be defined to include administrative transfers, voluntary transfers, acting appointments, or interim appointments to management positions of District employees who are not part of the Management Unit. Such definition shall also apply to the term "administrative appointment" as used in current District policy and procedure.

2. Administrative Transfer

Management employees may be transferred by the Chancellor, or designee, to a similar position within the employee's standard classification when the needs of the District require such a change. Prior to such transfer, the needs and interest of any affected management employee shall be considered. The Chancellor shall make the final decision and provide reasonable notice to the management employee of the transfer to be effectuated. Concerns related to the amount of notice may be resolved with the management employee's supervisor.

3. Voluntary Lateral Transfers

Management employees may request to move to another position either within their standard classification title or to a position similar to the management employee's classification with the same salary grade. Consideration shall be

CHAPTER III - SELECTION, CLASSIFICATION AND TRANSFER

3. Voluntary Lateral Transfers (Continued)

given to such factors as comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee performance. Should a position vacancy be opened to standard recruitment and selection procedures as set forth in District Procedure 4200.6, applicants for transfer shall be considered along with other candidates in selecting the individual to staff such vacancy.

4. Voluntary Transfer to a Lower Classification

Management employees that request (or apply for) and voluntarily accept a transfer to a position in a lower classification, 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.

5. Acting Appointments

When a management employee is temporarily assigned the duties and responsibilities of another management position within the standard classification categories listed in Chapters III and V, Section B, in addition to the employee's regular duties, on an "acting" basis for a period of four (4) consecutive weeks or more, the employee shall have their salary increased by a minimum of five percent (5%).

District employees other than faculty may apply for vacant management positions which have been approved to fill on a temporary basis. When appointments are made to higher-level positions, the employee shall have their salary calculated as if they were promoted to the position and with a minimum of a five percent (5%) increase over their base salary. When appointments are made to lateral-level positions with a significant increase in responsibilities and volume, the employee shall have their salary calculated for a minimum of a five percent (5%) increase over their base salary. Classroom and Non-classroom employees with less than twelve (12)-month contracts (such as faculty) may also be assigned such Acting positions. When a faculty member is appointed to an Acting assignment the faculty member will be placed at a step on the Management Salary Schedule and their salary will be calculated as if they were promoted to the position ~~and~~ with a minimum of a five percent (5%) increase over their base salary.

6. Interim Appointments

District employees other than faculty may apply for vacant management positions which have been approved to fill on an interim basis. When appointments are made to higher-level positions, the employee shall have their salary calculated as

CHAPTER III - SELECTION, CLASSIFICATION AND TRANSFER

6. Interim Appointments (Continued)

if they were promoted to the position with a minimum of a five percent (5%) increase over their base salary.

District employees with less than twelve (12)-month contracts (such as faculty) may also apply for such interim positions. When a faculty member is appointed to an Interim assignment as of July 1st the faculty member will be placed at a step on the Management Salary Schedule and their salary will be calculated as if they were promoted to the position and with a minimum of a five percent (5%) increase over their base salary. A daily rate will be calculated for partial-year assignments.

For faculty appointed to Interim assignments for part of a year, salary will be calculated on the basis of the number of days worked multiplied by the daily rate, which is calculated as if the faculty member had been placed on the Management Salary Schedule as described above. The full-time work year for Interim managers is two hundred and forty-six (246) days.

- a) All days outside of their regular contract assignment will be paid a calculated daily rate.
- b) Faculty appointed to Interim assignments shall accrue and have the ability to use vacation in accordance with Chapter XI, C.,1.,a.(1) and may be assigned to use vacation prior to return to the faculty unit. Upon their return to the Faculty Unit any unused vacation balances shall be paid.
- c) No additional management benefits would be provided. District employees would retain the benefits of their current bargaining or meet and confer unit.

Interim appointees from outside the District shall be placed on the Management Salary Schedule at a step that is appropriate to their related experience in accordance with Chapter V, E.2. No additional management benefits other than health benefits will be provided.

7. Layoff and Demotion Following Classification Study

Classified unit members, not serving under an employment contract, who have been laid off or reallocated to a lower pay range as the result of a classification study, shall, upon request, be considered for reappointment to any management

CHAPTER III - SELECTION, CLASSIFICATION AND TRANSFER

7. Layoff and Demotion Following Classification Study (Continued)

position up to and including the pay range of the position from which laid off or reallocated. This right shall expire thirty-nine (39) months after the effective date. The selecting manager may consider such reappointment candidates along with any other transfer candidates.

8. Promotion

When a unit member is selected for a position which is currently vacant, the unit member shall be released from his/her current position and assigned to the new position no later than the eleventh (11th) working day after acceptance of the offer by the candidate to Human Resources.

9. The District may hire a replacement 30 days prior to separation of a management position to provide transition training with prior approval of the Chancellor.

CHAPTER IV - HOURS OF WORK

The workday is typically eight (8) hours within a twenty-four (24) hour period, and the workweek is typically forty (40) hours of work during any five (5) consecutive days.

CHAPTER V - PAY AND ALLOWANCES

SAN DIEGO COMMUNITY COLLEGE DISTRICT MANAGEMENT SALARY SCHEDULE

Effective January 2020

Range	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)	Step F (6)	Step G (7)	Step H (8)	Step I (9)	Step J (10)	Step K (11)
21	\$11,147.71	\$11,714.07	\$12,305.90	\$12,930.18	\$13,588.04	\$14,279.48	\$14,970.93	\$15,697.13	\$16,460.38	\$17,283.41	\$18,147.57
20	\$10,927.64	\$11,478.95	\$12,062.68	\$12,674.22	\$13,319.33	\$13,993.40	\$14,672.12	\$15,383.26	\$16,131.46	\$16,938.02	\$17,784.93
19	\$9,675.63	\$10,137.75	\$10,623.04	\$11,132.65	\$11,667.74	\$12,229.47	\$12,818.99	\$13,437.47	\$14,087.23	\$14,791.59	\$15,531.17
18	\$9,033.99	\$9,463.67	\$9,915.38	\$10,389.07	\$10,887.10	\$11,409.46	\$11,958.45	\$12,534.08	\$13,138.64	\$13,795.59	\$14,485.37
17	\$8,452.57	\$8,853.30	\$9,273.73	\$9,715.01	\$10,178.29	\$10,664.74	\$11,175.50	\$11,711.75	\$12,275.79	\$12,889.59	\$13,534.06
16	\$7,929.06	\$8,303.16	\$8,695.79	\$9,108.11	\$9,541.28	\$9,996.46	\$10,474.78	\$10,976.29	\$11,503.27	\$12,078.44	\$12,682.36
15	\$7,435.67	\$7,785.45	\$8,152.59	\$8,538.28	\$8,943.65	\$9,368.71	\$9,814.61	\$10,283.68	\$10,775.93	\$11,314.72	\$11,880.46
14	\$6,996.71	\$7,324.48	\$7,668.47	\$8,029.82	\$8,409.72	\$8,808.13	\$9,226.24	\$9,665.21	\$10,126.17	\$10,632.48	\$11,164.10

Notes:

Effective 1/1/2020 – COLA Increase 2.5%

CHAPTER V - PAY AND ALLOWANCES

A. Position Compensated on the Management Salary Schedule

These rates apply to the class titles listed in Section B. Classification titles identified with an asterisk will receive individual employment contracts.

All management employees covered by this handbook are defined as Exempt employees who, based on duties performed and manner of compensation are exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions. Exempt employees shall be paid an established monthly or annual salary and are expected to fulfill the duties of their position regardless of hours worked. The workweek for full-time exempt employees is considered to be forty (40) hours. Exempt employees are not eligible to receive overtime compensation or compensatory time off.

B. Placement of Classes on Salary Ranges

<u>Classification Title</u>	<u>Range</u>
Architect	17
Assistant Director, Buildings & Grounds	14
Assistant IT Director*	18
Associate Dean*	16
Chief of Police*	18
Construction Manager	16
Dean*	18
Director, Business Support Services*	18
Director, Disability Support Programs & Services*	18
Director, Employee Relations*	16
Director, Employee Services*	16
Director, Facilities Services*	18
Director, Fiscal Services	20
Director, Information Technology*	21 (1)
Director, Institutional Research*	18
Director, Legal Services and Equal Employment Opportunity*	20
Director, Military Education*	21
Director, Student Services*	18
Director of College Technology Services*	18
Director of Resource Development*	16
District Food Service Manager*	14
EOPS Director*	14
Equal Opportunity and Diversity Officer	16
Information Security Manager	16
Internal Auditor/Special Projects*	14
Manager, Applications Development*	16
Manager, Business Support Services	16

CHAPTER V - PAY AND ALLOWANCES

B. Placement of Classes on Salary Ranges (Continued)

<u>Classification Title</u>	<u>Range</u>
Manager, Fiscal Services*	14
Manager, Network and PC Services*	16
Manager, Technical Services*	16
Payroll & Retirement Services Manager	14
Program Activity Manager*	14
Risk Manager	15
Special Projects Manager	Varies
Vice President, Administrative Services*	20
Vice President, Instruction*	20
Vice President, Student Services*	20

NOTE: Military Education Management classifications such as Military Associate Dean and Contract Training Manager have their own salary schedule.

(1) Range includes Market Adjustment.

C. Notwithstanding any other provision of this Handbook, a management employee's pay shall not be subject to deductions for absences of less than a 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. Management employees covered under this handbook may request a change in their work schedule for the day. If the leave request is for more than four (4) hours, the employee's supervisor may request a leave form to be submitted for those hours.

Notwithstanding any other provision of this Handbook, neither a management employee's pay nor a management employee's leave credits shall be subject to deductions for absences for jury duty, attendance as a witness, or temporary military leave.

D. Review of Compensation and Benefits to be Paid Management Employees

Compensation and benefits paid to management employees are to be adjusted upon approval by the Board of Trustees.

E. Initial Placement on the Salary Schedule

1. From Within the District

CHAPTER V - PAY AND ALLOWANCES

E. Initial Placement on the Salary Schedule (Continued)

An employee continuing from the preceding year who is transferred from another District salary schedule to the Management Salary Schedule shall first have their salary placement determined on the appropriate salary range of the former salary schedule for the next year in accordance with the existing regulations, and then be allocated to the step within the designated salary range which provides at minimum a five percent (5%) increase. In no instance, however, shall an employee so transferred be paid at a rate lower than that which the employee would receive if they were entering as a new employee without experience in the District.

The salary differential received by an employee for additional responsibility on the former salary schedule (exclusive of extended day or extended work year differential pay) shall be allowed in determining the new placement on the Management Salary Schedule. Temporary Out-of-Class or Acting differentials will not be considered unless the unit member has served in the same out-of-class or acting assignment for more than eight (8) months.

2. New to the District

A manager new to the District shall be placed on the step of the appropriate salary range based upon an evaluation of the type and level of their previous experience. Normally, new hires with more than three (3) years of directly related experience shall be eligible for placement on Step B. New hires with more than six (6) years of directly related experience shall be eligible for placement on Step C. However, the Chancellor may authorize a higher step placement within the range when it is considered to be in the best interest of the District.

F. Underpayments or Overpayments

Proper salary range and step placement is a joint responsibility of the employee and the District. Each employee is encouraged to review their salary placement annually and should the employee suspect they are improperly placed on the salary schedule, the employee should bring this information to the attention of the District Human Resources office immediately.

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

CHAPTER V - PAY AND ALLOWANCES

F. Underpayments or Overpayments (Continued)

Should the incorrect salary placement result in an overpayment, the District is required to recover the full amount of such overpayment. In cases of underpayment, the District will issue a supplementary warrant for the amount due the employee.

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

G. Salary Schedule Rules and Regulations

1. Salary Deductions

In the case where certificated managers are absent without pay for a full day or more for any reason other than jury duty, attendance as a witness, or temporary military leave, the number of workdays in the twelve (12)-month contract year (246) will be used to adjust their annual salary.

2. Step Advancement

All continuing employees in the same position or same salary range shall be granted one increment on January 1 of each year until the maximum salary for the classification is reached. Employees who are hired between January 1 and June 30th shall receive a step increase on the following January 1. Employees hired between July 1 and December shall receive a step increase beginning January 1 after completing one (1) full year of service. This does not affect step advancement due to the educational incentive program as defined in Chapter V, I.

3. Promotions

An employee who is assigned to a higher position classification shall have their salary determined on the appropriate salary range for the next year on the basis of the former position from which assigned, and then be allocated to the monthly rate on the salary range for the higher position classification in accordance with Section E.1.

CHAPTER V - PAY AND ALLOWANCES

4. Demotions

An employee who is assigned to a lower management position classification shall have their salary determined on the appropriate salary range for the next year on the basis of the position from which assigned, and then be allocated to the same rate if it appears on the lower range. If the rate does not appear, the employee's salary shall be star-rated.

Management employees who apply for and/or voluntarily accept a position to a lower classification, 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.

5. Method of Payment

The amounts shown on this salary schedule are monthly amounts. Pay dates for certificated managers will normally be on the last working day of the month in which it was earned. Pay dates for classified managers will normally be on the last working day of the month (pay period) in which it was earned.

H. Definitions

1. Work Year - Positions assigned to the Management Salary Schedule are assigned on a twelve (12)-month work year basis.
2. Range Number - The number assigned to a position or class of positions denoting the relative level of the position within the classification structure, as well as the current salary range for that position.
3. Increment - The differential in amounts of money between established steps of a given salary range. Progression between steps is on an annual basis, effective January 1 of a given fiscal year.
4. Promotion - Assignment to a position on a salary range having a higher salary range number than that of the former position to which assigned (excepting reclassification or reallocation).
4. Demotion - Assignment to a position on a salary range having a lower salary at the end of the range than that of the former position to which assigned.
5. Reclassification - Technical reassignment of a position to a higher or lower range, based upon an evaluation of the relative value of duties and responsibilities of the position within the classification structure.

CHAPTER V - PAY AND ALLOWANCES

H. Definitions (Continued)

6. Reallocation - Reassignment of a position or class of positions to a new salary range in terms of prevailing rates for comparable classes of positions, or internal or general adjustments of salary rates with reference to a position or classes of positions.
7. Star Rate - Salary is maintained at the same dollar rate until the maximum rate for the classification exceeds that dollar rate.

I. Educational Incentive Program (Steps A – I)

Managers shall be granted a one-step salary increase on the first of the month which is concurrent with or immediately following the satisfactory completion and verification of twelve (12) semester units of credit from an accredited institution. Proof of satisfactory completion shall be provided by the eligible employee and forwarded to the office of Classification and Compensation, Human Resources. Only courses completed following appointment as a manager may be applied toward credit for salary step advancement under this provision.

J. Overtime Pay

Management employees are not entitled to overtime pay.

K. Special Compensation for Extraordinary Effort

Management employees may receive special one-time compensation for extraordinary efforts. Nominations shall be made to the Chancellor's Cabinet. The Cabinet shall recommend to the Chancellor whether the nomination deserves special compensation and the amount. Upon endorsement by the Chancellor, the nomination and special compensation recommendation will be forwarded to the Board of Trustees for approval.

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

A. Eligibility

Sick leave benefits shall be available to all management employees covered by this Handbook. Any time taken as sick leave for a full day or more, which upon termination, does not have a sufficient accumulation from which to draw, shall be recovered from the management employee. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Chapter X.

B. Application for Benefits

All requests for sick leave shall be electronically reported via the District approved timekeeping system. Sick leave must be reported for each time reporting period. Upon return, the management employee must report electronically via the District approved timekeeping system within three (3) calendar days any leave taken which was not included in any previous application. A physician's signature may be required for leaves of any duration. Not less than three (3) work days prior to returning from sick leaves of thirty (30) calendar days or more, management employees must provide a written statement from the attending physician indicating recovery and fitness to resume a full range of normal duties as determined by the District. All physician's statement shall be definitive and include a diagnosis and prognosis for recovery.

*Requests to use adjunct sick leave may be made by a manager who has a balance of unused, adjunct sick leave.

C. Authorized Uses

Absence from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated sick leave may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

D. Sick Leave Allowance

Management employees with a full-time assignment shall be eligible for sick leave at the rate of one (1) day, eight (8) hours, per month of service, beginning with the first month in which the manager begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportionate to and for assignments less than full time. Unused, full-salary sick leave shall accrue without limitation. A permanent management employee who resigns, and is rehired within thirty-nine (39) months of the last date of paid service, shall have all accumulated, unused full-salary sick leave credits restored. Monthly management employees who are also hourly instructors shall be eligible for sick leave privileges of both categories.

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

E. Half-Salary Sick Leave

Full-time management employees shall have a potential of one hundred (100) workdays of sick leave at half-salary. The actual half-salary days awarded each year shall depend upon the number of full-salary sick leave days accrued.

Half-salary days shall be awarded if the total of full-salary days does not exceed one hundred (100) workdays, plus the current year's entitlement. Management employees may continue on half-salary sick leave from one (1) fiscal year to the next and shall be eligible for a new entitlement of half-salary sick leave annually.

F. Transfer of Accumulated, Full-Salary Sick Leave

Management employees who have previously worked for another California school district may have their previous sick leave balance transferred to the San Diego Community College District, providing each of the following conditions is met:

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

G. Extenuating Circumstances and Special Conditions

1. Quarantines - Management employees who are unable to perform their duties because of 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.
2. Illness Preceding Death - In the event of the death of a management 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.
3. Sickness While on Duty - An absence of less than four (4) hours for illness shall not result in a management employee's pay or leave credits being reduced. If the leave request is for more than four (4) hours, the employee's supervisor may request electronic submission of the time via the District approved timekeeping system to be submitted for those hours to be deducted from accrued sick leave

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

G. Extenuating Circumstances and Special Conditions (Continued)

credits. Management employees who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked when the absence is one full day or more. Minutes shall be in increments of fifteen (15) minutes. For leaves under Family Medical Leave Act (FMLA) all time absence will be deducted.

4. Work While Convalescing - An employee may return to work only when fully cleared as prescribed in VI. B. above. However, during an illness or while convalescing, a manager may be temporarily reassigned or allowed to return on a limited basis only at the discretion of the District to a position that they are medically able to perform. A manager shall not suffer a reduction in pay or involuntary demotion as a result of such temporary medical reassignment.
5. Service Credit for Retirement - Management employees whose retirement date is within one hundred twenty (120) days of the last day of service with the District shall be credited for all days of accumulated, unused, full-salary sick leave to which the management employee was entitled on the final day of paid service to the District, provided that the manager was employed prior to July 1, 1980.

H. Personal Necessity Leave

1. A maximum of seven (7) days of accumulated, full-salary sick leave credit may be used at the discretion of the manager per fiscal year.
2. An absence of less than four (4) hours for personal necessity shall not result in a management employee's pay or sick leave credits being reduced. If the leave request is for more than four (4) hours, the employee's supervisor may request a leave form to be submitted for those hours to be deducted from accrued sick leave credits. Absences for personal necessity shall not be granted during a scheduled vacation or leave of absence; however, the maximum number of days may be increased with vacation leave when approved by the immediate supervisor.
3. Requests for Personal Necessity Leave are to be submitted electronically via the approved District timekeeping system for prior approval. In an emergency, requests for personal necessity may be made orally to the immediate supervisor.

H. Personal Necessity Leave (Continued)

4. Upon return to duty a completed application for benefits prescribed and provided by the District shall be filed.

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

I. Family Necessity Leave

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

J. Catastrophic Illness or Injury Leave

Unit members are permitted to contribute up to a maximum of ten (10) accumulated vacation days. Management employees who are not in excess of their vacation accrual may elect to donate up to ten (10) of accrued sick leave (a minimum of eight [8] hours and in one [1] hour increments thereafter) per fiscal year to any employee in the District who 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 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 the Management Unit after the ill/injured employee makes the need known to the Payroll and Benefits Services Manager, their President/Vice Chancellor, or unit representative;
- c. The ill/injured employee must have exhausted all accrued full-salary paid leave;
- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) workdays may be utilized by the ill/injured employee per catastrophic illness/injury;
- f. Vacation or sick leave days, for Management employees who are not in excess of their vacation accrual, donated will be paid at the salary level of the employee who receives such days.

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

A. Eligibility

Long-term leaves of absence, those in excess of thirty (30) calendar days, may be granted to permanent employees covered by this Handbook. Probationary employees are eligible to request Health Leave or military leave only. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Chapter X. Probationary employees, who are approved for a long-term leave, may have their probationary period extended per Chapter 1.A.3 of this handbook.

B. Application for Benefits

All requests for long-term leaves of absence shall be submitted electronically via the approved District timekeeping system for prior approval with all necessary documentation attached, such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor in advance of the intended leave.

C. Authorized Uses

Long-term leaves are authorized for the following uses:

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.
2. Health Leaves (including leave due to pregnancy) - A management 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.
3. Service to Other Public Agencies and Institutions - Long-term leaves of absence may be granted to management employees to serve another public agency in some full-time capacity which will benefit the District and the employee. This leave may be used for exchange instructor/management assignments where the instructor's/manager's salary is to be paid by the other college or district, or by a foreign nation.

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

4. Long-Term Military Leave (more than thirty [30] workdays per year) - A management 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.
 - a. Salary Entitlement (first thirty [30] days) - A management employee who has a minimum of one (1) year of prior service with the District shall receive their salary for the first thirty (30) days of ordered military duty.

Pay for such purposes (deemed to be one (1) month's salary) shall not exceed thirty (30) days in any college year.
 - b. Return to the District - A management 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 management employee shall not be entitled to sick leave, vacation, or salary for the period they were on leave, except as noted above.
 - c. Forfeiture of District Position - A management 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.
5. Travel Leave - After ten (10) years of service with the District, a manager may apply for leave of absence for travel, without pay, for a period not exceeding one (1) contract year, to be taken on a one (1)-semester or two (2)-semester basis.
6. Other Leaves - A management employee may be granted a long-term leave of absence for other reasons at the discretion of the Chancellor. Requests for other leaves must have the approval of the management employee's immediate supervisor and the appropriate Chancellor's Cabinet member prior to requesting consideration of the Chancellor.

D. Length of Leave

Long-term leaves of absence may be granted for periods up to a year, and may be extended on a year-to-year basis. The total period of leave may not exceed three (3) full years in addition to any remaining portion of the year in which the leave began.

E. Salary Considerations

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

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

E. Salary Considerations (Continued)

public agencies when the unit member's salary and benefits are reimbursed to the District, military leaves, or as required by FMLA/CFRA/PDL.

F. Retention of Earned Sick Leave

Management 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.

G. Return from Long-Term Leave

At the expiration of a leave of absence, a management employee 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.

H. Management Leave

1. Any manager shall be eligible for a management leave after having satisfactorily served the District for six (6) consecutive years, and shall be eligible again upon the completion of each additional six (6) years of service. Options include:
 - a. One (1) contract year or less at fifty percent (50%) salary.
 - b. Two (2) months in the summer added to one (1) month of regular earned vacation at full salary.
 - c. One-half (1/2) contract year at full one hundred percent (100%) salary.
2. Approved purposes for management leave include:
 - a. Study which will demonstrably contribute to professional growth
 - b. Develop New Skills / Improve on Current Ones
 - c. Research which will demonstrably contribute to professional growth.
3. A maximum of three (3) management employees shall be eligible for leave each fiscal year.

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

H. Management Leave (Continued)

4. Applications for management leave (**form in Appendix TBD**) shall be submitted to the appropriate Chancellor's Cabinet member with a copy provided to their immediate supervisor. The unit member's immediate supervisor may provide a written recommendation to the appropriate Chancellor's Cabinet member within five (5) business days of the leave application, which shall also be communicated to the applicant within a reasonable timeframe. The recommendation for approval/disapproval to move the request to the Chancellor for approval and for Board consideration shall be communicated to the applicant within a reasonable time of application. Filing deadlines are:
 - a. October 1 - for leave to begin in the spring semester.
 - b. February 15 - for summer leaves and leaves to begin the following academic year.

It is recommended that the management leave applicant consult with their appropriate manager/supervisor prior to submission of a management leave 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, and 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 management employee shall be described fully.

Within ten (10) business days of receipt of the application, the appropriate Chancellor's Cabinet member 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.

5. Final action taken by the Board of Trustees on any recommended management leave shall be communicated to the management employee, with an explanation if disapproved.

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

H. Management Leave (Continued)

6. Any manager taking management leave of one (1) contract year must return for a period of two (2) years, and any manager taking management leave for less than one (1) year must return for a period of one (1) year.

CHAPTER VIII - SHORT-TERM LEAVES OF ABSENCE

A. Definition

Immediate family shall include:

1. The employee's current spouse, domestic partner, guardian, or ward, and any other person living in the employee's immediate household; and
2. The employee and their current spouse's mother, stepmother, father, stepfather, grandparent, child, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

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

B. Eligibility

Short-term leaves of absence may be granted to any management employee covered by this Handbook. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Chapter X.

C. Application for Benefits

Requests for short-term leaves shall be submitted electronically via the approved District timekeeping system for prior approval, and shall be submitted to the management employee's supervisor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

D. Authorized Leaves

1. Personal Business Leave Without Pay

Permission to be absent without pay may be granted to any management employee, not to exceed thirty (30) calendar days. The absence must be approved by the appropriate Chancellor's Cabinet member responsible for the employee.

2. Personal Business Leave with Pay

- a. Paternity/Adoption Leave - Upon the birth of a child, or in order for any employee to make final arrangements to adopt a child, a management employee, upon verbal request, shall be granted one (1) day of leave without loss of pay. Upon return to duty, the management employee must enter the time via the approved District timekeeping system and submit validating documents.

CHAPTER VIII - SHORT-TERM LEAVES OF ABSENCE

2. Personal Business Leave with Pay (Continued)
 - b. Bereavement Leave - Absence without loss of salary for a period not to exceed five (5) consecutive days may be granted to a management employee upon the death of a member of their immediate family, as defined in Chapter VIII A., above.

The leave may be secured by verbal request, but requires submission electronically via the approved District timekeeping system upon return to duty.
 - c. Short-Term Military Leave - A management employee shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examination for the armed services, and for the purpose of engaging in ordered, temporary military training, not to exceed thirty (30) workdays per year.

Short-term military leaves for active duty will be granted during the academic year when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

The leave request shall be submitted electronically via the approved District timekeeping system for prior approval. Copies of official orders shall be provided to the management employee's immediate supervisor.
 - d. Leave for Court Appearance - When a management 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 management employee, a leave without loss of salary may be granted. The leave request shall be submitted electronically via the approved District timekeeping system for prior approval. A copy of the subpoena shall be provided to the management employee's immediate supervisor. Witness fees received by any employee shall be remitted to the Vice Chancellor, Business Services within ten (10) days of receipt of such fees.
 - e. Jury Duty - Leave of absence shall be granted to any management employee called for jury duty. When responding to initial summons to determine eligibility for jury service, an employee shall be excused from duty with pay.

CHAPTER IX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

A. Eligibility

Industrial accident and illness leave shall be available to monthly management employees covered by this Handbook as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers' Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Chapter X (FMLA/CFRA/PDL).

B. Authorized Use/Definition

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 (as defined by state code).

C. Application for Benefits

An employee shall be required to verbally report an incident of on-the-job injury to their immediate supervisor within twenty-four (24) hours of the occurrence unless an emergency makes notification impossible. In addition to the verbal notification, all requests for leave shall be submitted electronically via the approved District timekeeping system, and shall be filed with the management employee's immediate supervisor for each separate time reporting period. Upon return to work, the management employee shall file within twenty-four (24) hours for any remaining leave taken and not covered under previous applications.

A physician's statement may be required on the District's prescribed form or upon the physician's official stationery for leaves of any duration. When required, the physician's statement shall include a diagnosis and prognosis for recovery.

Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, management employees must provide a written clearance of the attending physician(s) indicating recovery, and fitness to resume a full range of normal duties as determined by the District.

D. Leave Allowance

A maximum of sixty (60) working days of leave per accident may be granted to ~~monthly~~ management employees.

When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accident or Illness Leave shall not accumulate from year to year.

CHAPTER IX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

D. Leave Allowance (Continued)

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

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

E. Compensation

An employee injured on the job shall receive temporary disability allowances as provided for in the California Labor Code and Education Code. An employee will receive their full day's pay during the initial sixty (60)-day leave allowance period. Thereafter, the employee will receive their normal pay (utilizing sick leave, vacation, or compensatory time accrued) plus any temporary disability allowance, the aggregate amount of which shall not exceed the employee's normal salary or temporary disability allowance, whichever is greater. In no event shall an employee receive compensation greater than their normal salary.

Should the employee cash or otherwise negotiate such financial drafts or checks, the employee shall either immediately reimburse the District for the full amount or establish a repayment plan over the next three (3) payroll periods. If the employee does not elect one of these options, the District may take steps to collect any monies owed.

F. Leave Available Upon Expiration of Accident Leave

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

1. The sixty (60) days' accident leave is paid first.
2. All regular full-salary sick leave is paid next.
3. Half-salary sick leave and money from the temporary disability allowance is paid next, the aggregate amount of which shall not exceed the greater of the employee's partial sick leave compensation entitlement or temporary disability allowance.
4. Vacation may be used if absence due to industrial injury or illness exceeds the sick leave benefits for which the management employee is eligible. Vacation may be used prior to half-salary sick leave, if requested by the management employee.

5. After all paid benefits are exhausted and the management employee has received any remaining temporary disability benefits directly from the District's compensation claims administrator, ~~and~~ the employee may request to be placed on long-term health leave without pay. Approval of such request shall be at the discretion of the District.

G. Absence Beyond Expiration of All Leaves

When all paid leave of absence has been exhausted, the management employee may be placed on a health leave of absence without pay. Such leave normally is granted for one (1) year only, but may be extended on a year-to-year basis for maximum of three (3) full years in addition to any remaining portion of the year in which the leave began. If a management employee has not sufficiently recovered by the end of the leave period, they shall retire if eligible, resign, or accept dismissal for reasons of health.

Application for reemployment from such management employee will be given first priority over all other available candidates when accompanied by evidence of full recovery and ability to meet current employment standards. If a management employee who was classified as a permanent management employee is rehired within thirty-nine (39) months after their last day of paid service, all rights, benefits, and responsibilities of a permanent management employee shall be restored.

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

A matrix of all FMLA/CFRA/PDL is included in Appendix 5

A. FMLA/CFRA

1. Conditions

All leaves of absence taken in accordance with this Handbook, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the 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.

2. Eligibility

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

3. Notice

Managers wishing to take family and medical leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the manager 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 manager provides notice to the District of the need for FMLA leave, the District is required to provide the manager with a notice detailing the specific expectations and obligations of the manager and explaining any consequences of the failure to meet these obligations.

4. Duration

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

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

5. 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.

6. Medical Certification

Managers 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 manager 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; (c) an estimate of the time the health care provider believes the manager 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 manager's own serious health condition shall include (1) the date when the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition, the employee is unable to perform the functions of his or her position.

B. Pregnancy Disability Leave (PDL)

1. Conditions

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

2. Eligibility

Pregnancy Disability Leave is available to both probationary and permanent managers.

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

3. Duration

The duration of the pregnancy disability leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. At the conclusion of the four (4) month period, the manager may request and if qualified be granted a leave under the provisions of the CFRA. Leaves of absence taken in accordance with this handbook may exceed four (4) months; however; nothing in this handbook is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

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.

C. Parental Leave

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

1. 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.

2. 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.

3. 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

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

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.

4. **Duration**

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

D. **Compensation**

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

E. **Maintenance of Health Benefits**

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

F. **Reinstatement**

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

CHAPTER XI - VACATION

A. Eligibility

Vacation days shall be granted to all management employees covered by this Handbook, and in accordance with the provisions contained herein.

B. Application for Benefits

All requests for vacation shall be submitted electronically via the approved District timekeeping system, and shall be submitted to the immediate supervisor in advance. Management employees shall schedule their vacations with the prior approval of the immediate supervisor and the program president.

C. Regulations/Definitions

1. Assignment Years/Entitlement

a. Employees accrue vacation for each month of service as follows:

- 1) Effective July 1, 2000, one (1) through five (5) years of management service - 1.8 days (14.67 hours) for full-time assignment (approximately twenty-two [22] days per year).
- 2) Following the first day of the first month after completion of the fifth year and thereafter of management service - 2.08 days (16.67 hours) for full-time assignment (approximately twenty-five [25] days per year).

Effective July 1, 1989, service as a supervisor in the District shall be combined with management service in computing vacation entitlement. This benefit shall apply also to managers appointed prior to that date, but accrual shall not be retroactive.

- b. Accrual rates granted under the provisions of any other District contract or handbook shall be carried into a management position and retained as an earned benefit when it benefits the employee.

2. Break in Service

- a. Military and Management Leaves - are credited as service for vacation eligibility purposes, but vacation days are not accrued during such leaves.

CHAPTER XI – VACATION

2. Break in Service (Continued)
 - b. Management 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.
 - c. Unpaid Leaves in Excess of ninety (90) Calendar Days - shall be considered a break in service and will not be credited for vacation eligibility purposes.
3. Month

Employment by the fifteenth (15th) of the calendar month.
4. Vacation Accumulation

The maximum accumulation of vacation, for management employees hired prior to December 31, 2014, shall be limited to three times (seventy-five [75] days maximum) the annual allowance permitted by their current accrual rate. The maximum accumulation of vacation for employees hired after January 1, 2015, shall be limited to twice (fifty [50] days maximum) the annual allowance permitted by their current accrual rate.

Employees who have exceeded their limit of annual accrual shall be notified in writing by their supervisor. Such employees must schedule sufficient vacation so that the accrual maximum is not exceeded. Vacation balances that are in excess of the maximum accrual can be scheduled at the direction of the supervisor to be taken in increments of whole days until the vacation balance is below the maximum allowed.
5. Winter and Spring Recess

Vacation days taken during these periods when programs are not in session must be deducted from the accrued vacation entitlement.
6. Use of Vacation Days in Advance of Accrual

The Chancellor or designee may permit management employees to use their vacation entitlement in advance of accrual for specific purposes approved on a case-by-case basis. Should the management employee resign, retire, or be reassigned to a position not eligible for vacation prior to fully earning and accruing vacation already taken, such excess days which were taken off as a full

CHAPTER XI – VACATION

6. Use of Vacation Days in Advance of Accrual (Continued)

day or more will be deducted from their final pay warrant, if not earned within the duration of their assignment.

7. Vacation Scheduling

- a. Must be at the convenience of the District and approved by the appropriate supervisors.
- b. Each Program/District Headquarters/Department is responsible for ensuring that enough management employees with authority to make decisions are on duty at all times.
- c. Generally, vacations should not be taken prior to completion of six (6) months in the assignment.
- d. Vacation requests shall be entered into the PeopleSoft 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.
- e. 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.
- f. Generally, no management employee shall be permitted to take more than twenty (20) days at a time. Exceptions can be made by the appropriate Chancellor's Cabinet member responsible for the employee and will not invalidate any other provision of this handbook.
- g. Paid substitutes are not authorized for management employees on vacation; the person designated to act in an administrator's absence shall assume the responsibility.
- h. In the event that a vacation is interrupted by illness which is covered by the sick leave provisions herein, sick leave may be substituted for vacation days.

8. Exceptions

Those exceptions which will not seriously affect the operation of the District may be authorized by the Chancellor or the Vice Chancellor, Human Resources.

CHAPTER XII - HOLIDAYS

- A. Any management employee covered by this Handbook shall be entitled to fifteen (15) holidays each year. All holidays shall be designated by the Board of Trustees by adoption of the District's Academic Calendar.
- B. Unit members shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 25 and January 1 and is not one of the regular designated District holidays.
- C. Management employees shall be represented on any Districtwide committee established to study and effectively recommend a District Academic Calendar to the Chancellor.

CHAPTER XIII - INSURANCE BENEFITS

A. Active Managers

1. Medical

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

In accordance with the July 1, 2017 through June 30, 2020 RAF, any premium increases to the health (at the agreed upon composite rate), vision and dental benefits, effective after December 31, 2017, will be charged to the Management Unit's share of the RAF, covering the period of January 1 of the current fiscal year through December 31 of the following fiscal year. (See Appendix 2)

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

- a. Health: Under the RAF guidelines as stated in Appendix 2, the District shall contribute up to one thousand two hundred twenty-three dollars and forty-seven cents \$1,223.47 (effective January 1, 2020) per month, toward the cost of the premium (which includes coverage for the employee, spouse or domestic partner, and dependents) for any of the medical insurance plans offered by the District.

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

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

CHAPTER XIII - INSURANCE BENEFITS

- b. Dental: Under the RAF guidelines described in Appendix 2, Use of Resources, the District shall 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 plan providing two thousand dollars (\$2,000) of annual coverage for eligible employees and their dependents.
- c. Vision: Under the RAF guidelines described in Appendix 2, Use of Resources, 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 for all management employees.
2. Life Insurance: Premiums for straight-term life insurance under the terms of the District group plan in the initial coverage amount of one hundred thousand dollars (\$100,000) for each management employee shall be paid by the District in accordance with the RAF (See Appendix 2).
3. Long-term Disability: The premium for the District's group long-term disability insurance plan shall be paid by the District for all management employees in accordance with the RAF (See Appendix 2).
6. Contingent upon (1) approval of health care providers and (2) a determination that the District's medical premium rate does not increase, the surviving spouse or domestic partner may elect to buy into the District medical plan. This benefit shall become effective only at the time these contingencies have been met.

B. Dual Coverage Waiver for Medical

In cases where two (2) District employees are both covered by the District medical plan as dependents of each other, or where the unit member can provide proof of coverage from another VEBA employer, there is an opportunity for the following voluntary "In-Lieu-of Dual Medical Coverage Stipend":

1. 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.

CHAPTER XIII - INSURANCE BENEFITS

2. Requirement

In order to receive the “In-Lieu-of Dual Medical Coverage” stipend, one (1) 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).

3. 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.

C. Managers who are retired and were hired prior to April 1, 1989

1. Medical: The District shall contribute the same amount as for active managers toward the cost of the premium for any of the group medical insurance plan options offered through the District for all eligible retirees. The premium cost contributed shall include coverage for dependents. The managers shall have retired on service retirement under the provisions of PERS or STRS, and must have worked in a management position for the San Diego Community College District for a minimum of eight (8) years. 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. Any retiree or their dependent(s) shall file on the first date eligible, for any state or federal government-sponsored health program for which they may be eligible and which benefits specifically supersede or offset those offered under a District plan. The District will reimburse the premiums required for managers or their dependent(s) to participate in such state or federal program.

The District shall contribute the same amount as that for active managers toward the premium for the District’s group medical insurance on behalf of a surviving spouse of a deceased retiree, for a period of one (1) calendar year following the

CHAPTER XIII - INSURANCE BENEFITS

D. Managers who are retired and were hired prior to April 1, 1989 (Continued)

death of the retiree, provided the retiree was covered under the above paragraph on the date of death. If the surviving spouse elects to participate in a plan option which exceeds the District's contribution, they shall be required to contribute the difference in the form of deposits at least one (1) month in advance. The District's contribution toward medical insurance plan option shall be paid for a period of one (1) calendar year beginning with the first day from the date of death of the retiree.

Retirees who did not meet the above criteria for partial district-paid premium were allowed to continue to participate in the medical insurance plan by paying premiums of the plan selected by the retiree to the District at least one (1) month in advance.

2. Dental: A premium shall be paid by the District toward the cost of Group Dental Insurance for retirees on the same terms as active managers, provided they have worked in a management position for the San Diego Community College District for a minimum of eight (8) years, and further provided that the individual be retired under the category of service retirement, under the provisions of PERS or STRS. Coverage options shall be provided on the same basis as for active managers.

The District shall pay the cost of dental insurance for the surviving spouse in the same amount as for active managers for a period of one (1) calendar year provided the retiree was covered under the above paragraph at the time of death.

Retirees who did not meet the above criteria for district-paid premium were allowed to continue to participate in the district dental insurance plan by paying premiums to the District at least one (1) month in advance, provided the retiree is also a participant in the District's Group Health Insurance Plan.

3. Retired managers hired prior to April 1, 1989, will be vested for lifetime medical and dental benefits to which they would otherwise be entitled if they:
 - a. Voluntarily or involuntarily were reassigned from the Management unit into other District position(s);
 - b. Retire from such position after satisfying the conditions for retirement for service as specified in the Management Employees' Handbook.
4. Vision Insurance: All eligible retirees were given the opportunity at the time of retirement to participate in the District's vision care program by pre-paying an annual premium equal to that paid by the District for active managers.

CHAPTER XIII - INSURANCE BENEFITS

E. Managers who are retired and were hired prior to April 1, 1989 (Continued)

5. The surviving spouse or domestic partner may elect to buy into the District medical plan by paying one hundred percent (100%) of the monthly cost of the District's plan premium, in advance, to the District. This benefit shall become effective only at the time these contingencies have been met.

F. Retirees - Service Retirement for Managers Hired On or After April 1, 1989

1. The District shall provide to each eligible retiree a choice, including at least one (1) Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.
 - a. The District shall contribute the same amount per month as for current active employees toward the cost of the premium for any of the medical insurance plan options offered through the District for all eligible retirees.
 - b. 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.
 - c. Retirees who do not meet the qualifying criteria defined in D.2 below may continue to participate in the medical, vision, or dental plan option of their choice by paying the District's plan premiums to the District in advance.
2. Eligible retirees as defined in this section shall mean those managers who have retired from the State Teachers' or Public Employees' Retirement Systems on a service retirement and who have worked as a contract employee 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.

G. District Fringe Benefits Committee

The Management Association shall have one (1) representative on the District Fringe Benefits Committee.

H. Tax Advantage Research

Changes in the composition of the insurance benefit package without cost to the District may be reopened during the term of the Handbook.

CHAPTER XIII - INSURANCE BENEFITS

I. District Flex Plan (Effective January 1, 1988)

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.

CHAPTER XIV - MANAGEMENT EMPLOYEE EXPENSES

- A. District insurance coverage is available to management employees who may be sued for actions arising while engaged in District business. All District insurance is always supplementary to personal insurance coverage.
- B. Upon the completion of work-related courses, a management employee shall be reimbursed for tuition, registration fees, and books. The total amount reimbursed shall not exceed three hundred dollars (\$300) per fiscal year for study in an accredited California institution or out-of-state institution.
- C. The full cost of any meals, lodging, travel and related expenses incurred in the course of conducting assigned District business shall be paid by the District. Travel outside San Diego Community College District Boundaries shall be in conformance with AP 6310.1 - District Travel.
- D. Management Development and Travel Funds
The District shall budget fifteen thousand dollars (\$15,000) to fund a combination of:
 - a) Approved management in-service activities which are recommended by the Management Association; and,
 - b) Expenses for travel or conferences which have received the approval of the Chancellor, or their designee, for a management unit member's participation as an officer, presenter, or member of State or National committees or other activities to develop, improve and/or enhance a manager's skill sets.

The use of the funds for these purposes shall have been endorsed by the Management Association and submitted to the Vice Chancellor of Human Resources.

CHAPTER XV - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance may be filed whenever a party alleges that there has been a violation of the terms and conditions of this Handbook.
2. A supervisor means the individual who assigns, reviews, and directs the work of the grieving management employee.
3. A party is a management employee or the District.
4. The failure of the management 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 between the management employee who filed the grievance and the Vice Chancellor of Human Resources or their designee.
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 management employee or of the staff.
6. Days shall mean days that the District is open for business.
7. Reference to any management representative shall include designee.

B. Procedure

1. First Step - Within twenty (20) days from the date on which the grievant knew or should have known that an alleged grievance has occurred, the grievant shall notify his supervisor of the alleged grievance, either orally or in writing. Within ten (10) days after such notification, the grievant and the grievant's supervisor shall meet and attempt to resolve the grievance through informal discussion. Within four (4) days after such meeting, the supervisor shall make their decision known, orally, to the grievant.
2. Second Step - In the event the grievance is not satisfactorily resolved at Step One, within ten (10) days from the date of the supervisor oral decision, the grievant and/or the Association shall file with the office of the grievant's President/Vice Chancellor or Chancellor a written grievance on the Grievance Form provided by the District. On said Grievance Form, the grievant shall set forth the alleged grievance and the remedy sought. Such forms are to be provided the management employee upon request at the District Human Resources Office. Within ten (10) days from the date of filing of the written grievance, the President/Vice

CHAPTER XV - GRIEVANCE PROCEDURE

B. Procedure (Continued)

Chancellor or Chancellor, as the case may be, shall meet with the grievant and/or the Association in an attempt to resolve the grievance. Within ten (10) days from the date of such meeting, President/Vice Chancellor or Chancellor shall provide a written decision to the grievant and/or the Association. Neither the scope, nor the remedy, shall be expanded after the Second Step written decision has been issued.

3. Third Step - In cases of discipline involving suspension without pay or demotion to a lower salary, the grievant and/or the Association may file a request for advisory arbitration with the Vice Chancellor of Human Resources. If the grievance is not resolved at Step 2, it may be appealed within ten (10) days of receipt of the written decision from Step 2 by filing a written notice of appeal with the Vice Chancellor, Human Resources. The grievance shall be submitted to a neutral arbitrator to be jointly selected by the District and the Association for arbitration. All issues including dismissal or retroactive payments will be submitted for advisory arbitration. The cost of the arbitration shall be borne by the district.

In cases of termination, the grievant may file a notice of appeal regarding the advisory decision of the hearing officer to the Board of Trustees within ten (10) 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 for termination or the Chancellor for all other actions.

4. Additional Delineations

- a. Individuals involved in the grievance procedure, whether as a grievant, a witness, or a representative of the Management Association, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance.
- b. During the course of any investigation of a properly-filed grievance, the District shall cooperate and furnish such public information as requested in accordance with this procedure.
- c. A grievant may withdraw the grievance at any level. In any event, the withdrawal of a grievance shall not constitute a precedent which may affect and similar cases occurring thereafter.
- d. The decision of the advisory arbiter shall stand unless reversed by the Board of Trustees within ninety calendar (90) days.
- e. If a grievant files any claim or appeal on the same matter through any process within or outside the District, the District shall not be required to process the same claim or appeal under this procedure.

CHAPTER XV - GRIEVANCE PROCEDURE

4. Additional Delineations (Continued)
 - f. Time limits may be extended by mutual agreement.
 - g. An investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with, or interruption of campus or district operations and related work activities of the grieving employee or staff.
 - h. The grievant shall have the right to be accompanied by an Association representative at each step.
 - i. When both parties at Step 2 determine that resolution of the grievance may be reached through the services of the Employee Assistance Program or the State Mediation and Conciliation Service, the time period in Step 2 and 3 will be extended to meet the time constraints of the mediator or counselor.

CHAPTER XVI - ADVANCE NOTICE OF RETIREMENT INCENTIVE

A management 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 at the time of retirement, as listed in the salary schedule, provided they meet the eligibility requirements listed below:

- The management employee will be retiring from the State Teachers' or Public Employees' Retirement Systems on a service retirement;
- The management 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 management 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 management employee is at least fifty-five (55) years of age at the time the notice is submitted;
- The management employee will be retiring from the District and separating from service prior to the expiration of this agreement.
- The management 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 management employee is expected to be at work and their District office location is open for business.
- The management 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 management 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 management 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 management employee's leave bank. Failure to maintain absenteeism

CHAPTER XVI - ADVANCE NOTICE OF RETIREMENT INCENTIVE

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 criteria must occur prior to this date. The Management Association may contact the District in January of 2023 to begin meet and confer discussion on the continuation of this provision.

CHAPTER XVII - MANAGER EVALUATIONS

- A. The joint District and Management Association goal is the development of Managers through evaluation and professional growth to enhance leadership.

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

- B. Instruments

Any evaluation of managers will incorporate and utilize an instrument approved jointly by the District and the Management Association. (See Appendix 3 for Management Evaluation Form) Any other evaluation instrument introduced as an addendum or replacement shall be reviewed and agreed upon in the meet and confer process involving the District and representatives of the San Diego Community College Management Association. (See Appendix 4 for the description of the Management Feedback Survey Procedure and the Management Feedback Survey form.)

- C. Frequency

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

1. Annually during the first four (4) years of employment in the position.
2. Every three (3) years thereafter for managers not affected by provision 1.
3. An interim evaluation may be initiated at any time by the manager or by the manager's supervisor.

CHAPTER XVIII - DURATION

The provisions of this Handbook will remain in effect July 1, 2020 through June 30, 2023. The Management 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.

APPENDIX 1

THE SAN DIEGO COMMUNITY COLLEGE DISTRICT

PROCEDURE

4200.7

October 14, 1998

ADMINISTRATIVE RETREAT RIGHTS

APPLICATION

1. Any student services or instructional services administrator hired after June 30, 1990, who did not have faculty tenure within the District prior to the hiring date as an administrator, may be reassigned to a first-year probationary faculty position provided that he or she meets all of the following:
 - a. The administrator has served at least two years or more within the District in one of the following areas: a faculty member, a student services administrator or an instructional services administrator.
 - b. The administrator is being dismissed due to the elimination of that position as a part of an administrative reorganization or as a part of a reduction in work force among administrators, that is for reasons other than dismissal for cause as determined by the Board of Trustees. However, if another administrative position of similar rank and responsibilities is open within the District for which the administrator has the minimum qualifications, he or she shall be assigned to that position prior to being assigned to a faculty position. In no case shall the District reassign an administrator to a faculty position if evidence exists that justifies dismissal for cause as determined by the Board of Trustees.
2. This policy does not apply to certificated administrators hired before June 30, 1990. Any certificated administrator who had tenure rights shall maintain that right, provided they meet the minimum qualifications of the faculty position to which they are being reassigned.

ASSIGNMENT

1. Administrators must declare Faculty Service Areas prior to February 15 of each year. Failure to declare a Faculty Service Area will result in non-reassignment.
2. Any administrator can be assigned to a discipline in which he or she has the minimum qualifications as specified by the Board of Trustees of the San Diego Community College District.
3. Criteria for Faculty Service Area of Reassignment:
 - a. A position at one college or location which has had sufficient assignments in the discipline or service area by adjunct faculty members to justify an additional faculty member.
 - b. The Administrator's academic preparation, interest, and/or preference.

SUPERSEDES: 6/28/90



SAN DIEGO COMMUNITY COLLEGE DISTRICT

RESOURCE ALLOCATION FORMULA (RAF)

FOR

COLLECTIVE BARGAINING

Pending new RAF Agreement

APPENDIX 3

MANAGEMENT EVALUATION FORM

Manager Evaluated	Title
Evaluator	Title

A. INSTRUCTIONS: Definitions for performance level degrees:

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

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

Overall Evaluation (Circle One):

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

C. PERFORMANCE LEVELS 1 AND 5 REQUIRE JUSTIFICATION COMMENTS:

Attach additional sheets if necessary

D. PLEASE IDENTIFY ANY UNIQUE CONDITIONS that existed which influenced the evaluation of the management employee, such as "being a new employee" or "on an unusual assignment."

E. PLEASE COMMENT ON THE MANAGER'S COMMUNITY INVOLVEMENT relative to District interests, if appropriate

F. EVALUATOR'S CERTIFICATION

Evaluator's Signature	Title	Date

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

Employee's Signature	Title	Date Signed
Signature of "Next Level" Manager	Title	Date

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

H. Appeal of Evaluation Desired: Yes: No:

I.Appealed Evaluation was reviewed and discussed with employee:

Signature of "Next Level" Manager	Title	Date

*1 copy maintained by Vice Chancellor/President

1 copy to employee

APPENDIX 4 - A
MANAGEMENT FEEDBACK SURVEY PROCEDURES

1. All managers who are scheduled for evaluation this year will utilize the Management Feedback Survey. By **November 1**, the Human Resources Department will provide to each member of the Chancellor's Cabinet a list of managers scheduled for evaluation.
2. By **November 30**, each manager who is utilizing the Management Feedback Survey will develop, in collaboration with their supervising manager, a list of persons who are to be surveyed that includes names, titles, and addresses.
 - a. The list will include all contract personnel who report to the manager and the manager's peers.
 - b. The list may also include hourly personnel, members of outside agencies with whom the manager works, and other personnel in the District, as appropriate and as determined by the manager and their supervisor.
3. The list (in hard copy and digital formats) will be sent to the manager's supervisor who will forward it to the individual designated in Human Resources.
4. An outside firm will be used to handle the collection of surveys. That firm will maintain all aspects of the survey process in the strictest of confidence.
5. Human Resources will compile the information for distribution and collection of the surveys using an electronic survey provider.
6. The surveys will be distributed through the District's electronic survey provider the third week of the spring semester. Survey responses will be collected anonymously through the electronic survey provider within two (2) weeks. The outside consultant, through the anonymous electronic feedback surveys, will process the results using the electronic survey provider.
7. The results of the survey instrument are confidential and will be reported via email only to the manager who is the subject of the feedback and the supervisor who is evaluating the manager. The results of the survey will be considered in the context of the manager's assignment.
8. The results of the survey will be reported in this way:
 - a. A listing of the number of responses in each column for each statement, and
 - b. A transcription of any comments submitted.
9. The results of the survey will supplement the management appraisal process and will be used to inform the process but may not be used as the sole basis for the evaluation of a manager.

APPENDIX 4 - B

SDCCD Management Feedback Survey

Please review the following statements and indicate how they apply, in general, to the manager named below based on your experience in working with this manager. If you have insufficient knowledge of the manager's performance with regard to any of the statements below, please mark the column titled "Don't Know" for that particular statement. If any statement is not applicable to the manager's assignment, please mark the column titled "Not Applicable" for that particular statement.

Manager: _____ Title: _____

Your position (optional):

Classified Staff Faculty Supervisory Management Outside Agency Other

	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know	Not Applicable
1. Takes responsibility for their decisions.	<input type="checkbox"/>					
2. Encourages faculty/staff leadership.	<input type="checkbox"/>					
3. Supports institutional excellence.	<input type="checkbox"/>					
4. Supports the institutional mission.	<input type="checkbox"/>					
5. Demonstrates personal integrity.	<input type="checkbox"/>					
6. Is respectful to others.	<input type="checkbox"/>					
7. Is accessible to faculty/staff	<input type="checkbox"/>					
8. Motivates others to do their best.	<input type="checkbox"/>					
9. Promotes teamwork.	<input type="checkbox"/>					
10. Provides the support necessary to accomplish assignments.	<input type="checkbox"/>					
11. Supports professional growth for faculty/staff.	<input type="checkbox"/>					
12. Gives recognition for a job well done.	<input type="checkbox"/>					
13. Responds to faculty/staff questions and/or concerns.	<input type="checkbox"/>					

14. Demonstrates initiative in solving problems.	<input type="checkbox"/>					
15. Makes timely decisions.	<input type="checkbox"/>					
16. Effectively communicates goals and directions.	<input type="checkbox"/>					
17. Supports the shared governance process and is willing to consider other points of view.	<input type="checkbox"/>					
18. Fairly implements policies, procedures, bargaining agreements and applicable laws.	<input type="checkbox"/>					
19. Utilizes budget and other institutional resources effectively.	<input type="checkbox"/>					
20. Considers demographics, student learning and enrollment patterns in decisions.	<input type="checkbox"/>					
21. Has the requisite expertise for this position.	<input type="checkbox"/>					
22. Overall, is an effective manager.	<input type="checkbox"/>					

Please return this survey in the envelope provided.

Please comment on any statements you agree or strongly agree with.

Please comment on any statements you disagree or strongly disagree with, providing examples and/or recommendations for changes, as needed.

Other comments:

APPENDIX 5

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

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

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
You are eligible if:	You are disabled by a pregnancy, child birth, or pregnancy-related condition(s), i.e. your absence from work is medically necessary because you are disabled by pregnancy or a pregnancy related condition. There are no eligibility requirements for PDL. An employee is eligible to take PDL immediately after being hired.	You have worked for the District for at least 12 months and you have at least 1,250 hours of services (hours worked) in the 12 month period immediately preceding the leave.	You have worked for the District for at least 12 months and you have at least 1,250 hours of services (hours worked) in the 12 month period immediately preceding the leave.	You have worked for the District for at least 12 months and you are either a faculty member (full-time & part-time) or contract classified member.
How much leave do I get?	4 months, defined as 17 $\frac{1}{3}$ weeks based on your hours in a regularly scheduled work week. This leave will run concurrently with FMLA.	12 work weeks within one year of the child's birth, adoption, or start of foster care OR because of a serious pregnancy-related medical condition. This leave will run concurrently with PDL.	12 work weeks within one year of the child's birth, adoption, or start of foster care. This leave will run after PDL/FMLA relating to pregnancy disability.	12 work weeks within one year of the child's birth, adoption, or start of foster care. This leave will run concurrently with CFRA Bonding leave, but after PDL/FMLA relating to pregnancy disability.
Will I lose my job while on leave?	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
Will I be paid on leave?	Maybe. This type of leave is unpaid, but you may use your accrued paid leaves (i.e. sick, vacation*, comp time*) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive half-salary sick leave upon request to the District Payroll department. In some cases, you may also be eligible for Catastrophic Leave from the AFT Guild if available to your unit. Leave without pay requires written notice to the unit member's supervisor.	Maybe. This type of leave is unpaid, but you may use your paid leaves (i.e. sick, vacation*, comp time*) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive half-salary sick leave upon request to the District Payroll department. In some cases, you may also be eligible for Catastrophic Leave from the AFT Guild if available to your unit. Leave without pay requires written notice to the unit member's supervisor.	Maybe. This type of leave is unpaid, but you may use your paid leaves (i.e. sick, vacation*, comp time*) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive half-salary sick leave upon request to the District Payroll department. Leave without pay requires written notice to the unit member's supervisor.	This type of leave is unpaid, but you may use your paid full and half salary leaves (i.e. sick, advancement of sick leave, vacation*, comp time*, and half salary sick leave) concurrently with this leave. Faculty members (full-time & part-time) or contract classified members can request half salary sick leave from the District Payroll Department. Leave without pay requires written notice to the unit member's supervisor.
Am I required to use sick/vacation leave?	No. It is your choice to use sick leave, vacation, or other paid leaves concurrently with PDL. However, if you decide not to use your paid leave or you have none available, your use of PDL will be unpaid.	No. It is your choice to use sick leave, vacation, or other paid leaves concurrently with FMLA. However, if you decide not to use your paid leave or you have none available, your use of FMLA leave will be unpaid.	No. It is your choice to use sick leave, vacation, or other paid leaves concurrently with Bonding Leave (CFRA). However, if you decide not to use your paid leave or you have none available, your use of Bonding Leave (CFRA) will be unpaid.	No. It is our choice to use sick leave, vacation, or other paid leaves concurrently with Parental Leave. If you run out of full salary sick leave you will receive half-salary sick leave. However, if you decide not to use your paid leave or you have none available, your use of Parental Leave will be unpaid.
Notice Requirement?	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
Am I required to take leave all at once?	No. You may take your leave all at once or intermittently. However, medical certification is always required to show that the leave is related to your pregnancy or pregnancy related condition.	Maybe. You are entitled to intermittent leave if you or your child has a serious health condition related to pregnancy or childbirth. Otherwise, you need the approval of your supervisor to take intermittent leave. A physician's certification will determine the leave type and length of leave needed.	No. You may take leave in separate two week blocks, intermittently, so long as the leave is taken within 1 year of the birth, adoption, or start of foster care. Leave can also be taken intermittently in less than two week blocks subject to the approval of your supervisor.	No. You may take leave in separate two week blocks, intermittently, so long as the leave is taken within 1 year of the birth, adoption, or start of foster care. Leave can also be taken intermittently in less than two week blocks subject to the approval of your supervisor.
Will the District continue to pay for my health coverage and other benefits?	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.
Medical certification required?	Yes, you must submit a medical certification of the disability related to your pregnancy or pregnancy related condition.	Yes, you must submit a medical certification of the serious health condition.	No, in cases of bonding leave we do not require a medical certification. However, the District does require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).	No, in cases of bonding leave we do not require a medical certification. However, the District does require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
Is my partner/spouse entitled to leave?	No. PDL only applies to the birthing parent who has a disability related to the pregnancy.	Yes. However, spouses who both work for the same employer are eligible for a combined total of 12 work weeks in a 12 month period if the leave is to care for the employee's parent with a serious health condition, or for birth, adoption, or foster care placement of their child.	Yes. However, parents who both work for the same employer are eligible for a combined allotment of CFRA for the birth, adoption or foster care placement of their child to a combined total of 12 work weeks in a 12 month period. The District cannot limit the entitlement to CFRA leave for any other qualifying purpose.	Yes. However, parents who both work for the same employer are eligible for a combined allotment of Parental Leave for the birth, adoption or foster care placement of their child to a combined total of 12 work weeks in a 12 month period.
Will I continue to accrue seniority?	Yes.	Yes.	Yes.	Yes.

**requires prior approval from supervisor*

MANAGEMENT EMPLOYEES HANDBOOK

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
Academic Calendar Committee	41
Academic Managers Contracts	3
Acting Appointments	9
Administrative Appointments	8
Administrative Retreat Rights (Appendix I)	56
Administrative Transfer	8
Adoption Leave	29
Benefits Committee	46
Bereavement Leave	30
Catastrophic Illness or Injury Leave	23
Classification Titles	7
Court Appearance	30
Demotion	4
Demotions	18
Dental Insurance	45
Duration of Agreement	55
Advance Notice of Retirement Incentive	52
Educational Incentive Program	19
Employee Status	3
Evaluations	54
Extra Duty Adjunct Assignments	5
Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)	34
Flex Plan	47
Grievance Procedure	49
Half-Salary Sick Leave	21
Health Insurance	42
Health Leaves	24
Holidays	41
Hours of Work	12
Industrial Accident and Illness Leave	31
Insurance Benefits	42
Interim Appointments	9
Jury Duty	30
Life Insurance	43
Long-Term Disability	43
Long-Term Leaves of Absence	24
Management Development Funds	48
Management Employee Expenses	48

Management Employee Rights	4
Management Evaluation Form (Appendix 3)	58
Management Feedback Survey Procedures (Appendix 4)	61
Management Leave	24
Method of Payment	18
Military Leave - Long Term	25
Military Leave - Short Term	30
Overpayments	16
Parental Leave	36
Pay and Allowances	13, 14
Personal Business Leave	29
Personal Necessity Leave	22
Pregnancy Disability Leave (PDL)	35
Professional Study Leave	24
Promotions	17
Reassignment or Demotion	4
Resource Allocation Formual (RAF) (Appendix 2)	57
Retirees Insurance Benefits	44
Return from Long-Term Leave	26
Salary Placement	15
Salary Ranges	14
Salary Schedule	13
Salary Schedule Rules and Regulations	17
Salary Step Advancement	19
Selection, Classification and Transfer	7
Service to Other Public Agencies	24
Short-Term Leaves of Absence	29
Sick Leave	20
Temporary Disability Allowance	32
Transfers	8
Travel Expenses	48
Travel Leave	25
Tuition Reimbursement	48
Underpayments	16
Vacation	38
Vision Insurance	45
Voluntary Transfers	8