



The Foundation for
Grossmont & Cuyamaca Colleges

*A 501(c)(3) Charitable Organization In Support of Academic Excellence
8800 Grossmont College Drive, El Cajon, CA 92020*

Grant-Funded Employee Handbook

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Disclaimer

This handbook is designed to familiarize you with the conditions of employment which the Foundation expects you to follow. The conditions stated herein are not intended to be and do not constitute a contract of employment.

When a grant/agreement funding an employee's position imposes requirements that conflict with statements in this handbook, the grant's requirements will be implemented. The most likely impact of this requirement is on holidays, e.g. the grant requires that Cesar Chavez Day be observed as a paid holiday, but allows only one paid holiday in February, rather than the two described in this handbook

Section 1: Definitions

Classification	A position(s) with a designated title, specific duties, responsibilities, minimum qualifications, and a designated salary range. .
Director	The Director of the Foundation for Grossmont and Cuyamaca Colleges per action of the Foundation's Board of Directors.
Grant Funded Employee	Individual normally scheduled to work 20 or more hours per week and 1,050 or more hours per fiscal year and is (1) an individual employed for a research project, workshop, institute, or other special project funded by a grant, contract, or gift; or (2) an employee whose contract of employment is for a fixed term not exceeding three years.
Fiscal Year	July 1 through June 30.
Board of Directors	Board of Directors of the Foundation for Grossmont and Cuyamaca Colleges.
Immediate Supervisor	The lowest level management or supervisory employee who has immediate jurisdiction over grant-funded personnel and who has been designated by the Foundation as having the authority to evaluate performance.
Incumbent	An employee assigned to a position and who is currently serving in that position, or, is on Board of Directors approved leave from that position except where the type of leave does not provide the right to a specific position.
Notice	Whenever notice is required under this Handbook, and no form of notice is otherwise designated, notice to the Foundation shall be written notice by personal delivery or first-class mail to the Director, or designee, and notice to employee shall be written notice, by personal delivery or first-class mail.

Section 2: Compensation and Benefits

2.1. Employees will be paid according to the attached salary schedule (see Appendix A). Employees are paid rates stipulated by assignment.

2.2. Shift Differential

An employee whose regularly assigned work shift ends as follows, three (3) days a week or more, of the regularly scheduled workweek, shall be paid a shift differential premium:

Shift Ends:	Shift Differential Premium % Base Salary (excluding longevity)
8 p.m.	4%
Midnight	5%

Differential is defined as: A salary allowance based on work shift hours and paid in addition to the basic pay rate.

Employees temporarily assigned to a qualifying shift, at least three (3) consecutive weeks, shall be eligible for shift differential premium. The shift differential premium shall be applied to base salary, excluding longevity, for the pay period in which the majority of any three (3) week segment of a temporary assignment is worked.

An employee who receives a shift differential premium on the basis of work shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift. (Reference Section 4, section 4.9, regarding alternative work schedules.)

2.2.1. On-Call Status

The Foundation shall specify those classifications where incumbents may be required to periodically be on-call in the event services may be required at times other than the regularly scheduled work hours. The Foundation, as necessary, may establish, subject to revision, a list of qualified employees in each program who may be asked to perform on-call services.

2.2.1.1 The Foundation shall establish conduct criteria for employees to follow while in the on-call period.

2.2.1.2 If an incumbent is directed by the Foundation to be on-call, the employee shall receive a stipend of \$20.00 per 8-hour on-call period. The requirement to serve on-call shall be assigned on a rotating basis to those employees qualified to perform the anticipated assignment. If called back, the employee shall be additionally compensated as specified in Section 4.4.1.2.

2.2.1.3 Except in emergency situations, employees shall be given 48 hours advance notice of stand-by assignment.

2.3. Longevity Increment

2.3.1. After five (5) years of service in the Foundation, and each additional year of service through year ten (10), an employee will receive a seven tenths (.7%) of one percent salary increase and .625% longevity stipend every year thereafter.

2.4. Employee Appointment/Promotion to a Higher Classification

An employee who is appointed or promoted to a higher classification shall be placed on the step of the new classification which is at least five percent (5%) higher than the monthly salary of the employee's current classification and step at the time of the transfer, but not below the second (2nd) step of the higher salary range.

2.5. Working Out of Classification

Compensation for Service Rendered for Working Out-of-Classification:

Any employee required to perform duties not reasonably related to those specifically stated in the "Essential Functions" of the official job description for the position for any period of time which exceeds five (5) days, within a fifteen (15) calendar day period, shall receive an upward salary adjustment for the entire period of time required to work out-of-classification. Such upward adjustment shall reasonably reflect the duties required to be performed outside the normally assigned duties. The compensation shall be paid at the step of the higher classification which is at least five percent (5%) greater than the employee's monthly salary, including any longevity increment. In no case shall the amount be less than step "A" of the higher classification. If no step of the higher classification results in a least a five percent (5%) increase, the employee shall receive a five percent (5%) increase for the period that he/she works out-of-classification.

Section 3: Hours and Overtime

- 3.1.** The Normal workweek shall be defined as forty (40) hours in a calendar week for five (5) consecutive days. A workday shall be defined as eight (8) hours per day in computing overtime as otherwise defined in Section 4.10.
 - 3.1.1.** If it is necessary to change an employee's assigned hours, the supervisor will attempt to provide sufficient notice in writing to the employee (s). If a change in assigned hours will cause a personal hardship, to the employee, the supervisor will attempt to resolve the situation.
- 3.2.** The Foundation may designate certain positions in which service shall be less than forty (40) hours per week and the employee's pay shall be prorated accordingly.
- 3.3.** The Foundation may designate certain positions in which service shall be less than 12 months per year and the employee's pay shall be prorated accordingly. Duty days shall be established annually in writing and the employee(s) shall be notified two weeks prior to the effective date.
- 3.4.** Compensation, pay differential, and all overtime must have prior authorization by the appropriate supervisor before the overtime is performed, except in emergency situations.
 - 3.4.1** Where it is necessary for a supervisor to request that an employee work more than forty (40) hours in one (1) week, or more than eight (8) hours in one (1) day, pay for such overtime hours will be at the rate of one and one-half (1 & ½) times base pay, or its equivalent in compensatory time off. The election to receive compensatory time off shall be the option of the employee. If the employee does elect to receive compensatory time off instead of that pay for overtime worked, such time off shall be used at a time, which is mutually acceptable to the employee and the Foundation. Compensatory time off shall be used within 30 days following the date it was earned.
 - 3.4.1.1** If an overtime assignment causes a personal hardship to the employee, and the Foundation can make other arrangements, the employee will not be required to work the overtime.
 - 3.4.1.2** In the event that it is necessary for an employee to return to work after completion of the normal work schedule, the employee shall be compensated at a minimum of two (2) hours at time and one-half.
 - 3.4.1.3** Employees on less than an eight (8) hour assignment shall have differential pay prorated.

3.4.2 Adjustment of Assigned Time

Employees who work a minimum of thirty (30) minutes per day in excess of his/her less than 40 hour per week part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours, in order to acquire pro-rata fringe benefits under this Handbook.

- 3.5.** Each employee, whose regular work assignment is five (5) hours or more per day, shall be entitled at a minimum to a nonpaid, uninterrupted thirty (30) minute meal period. If an employee's work period does not exceed six (6) hours, this meal period may be waived by mutual consent of the employer and employee.
- 3.6.** For each four (4) consecutive hours worked, an employee shall be entitled to a fifteen (15) minute paid break. For each eight (8) hour work shift, an employee shall be entitled to two (2) fifteen (15) minute paid breaks. Breaks not taken are considered lost. Breaks are not to be used to extend vacation/sick leave/holiday, or used to shorten the daily work hours.

3.7 Compensation for Holidays

Employees shall be entitled to all legally specified holidays and the Board of Directors granted holidays with pay, providing the holiday falls during their normal workweek and they are in paid status during the working day immediately before or after the holiday.

If an employee is required by his/her supervisor to work on a holiday, he/she shall receive his/her regular pay plus one and one-half (1 & 1/2) times the regular pay for working on a holiday. If employees do work and are paid overtime for working on a holiday, they shall not receive an additional day off.

Should a holiday or Board of Directors-granted day off occur while an employee is absent from work because of paid sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from the employee's other paid leave of absence.

3.7.1. Exclusion from Holiday Compensation

Special employees hired only to work on holidays, Saturdays, and Sundays shall receive the hourly rate assigned to the position and shall not receive the holiday benefits set forth in this Handbook.

3.8. Holidays

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday*	February 12 or any preceding or following Monday or Friday as specified by the Auxiliary.

Washington's Birthday	Third Monday in February
Spring Vacation Day*	Friday of Spring Recess
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day*	To be observed on a day specified by the FGCC.
Veteran's Day	November 11, or a Friday or Monday specified by the Foundation
Thanksgiving Day & the following Friday	
Winter*	Two days to be scheduled during week between Christmas and New Years as specified by the Foundation.
Christmas Eve*	December 24
Christmas Day	December 25
New Year's Eve*	December 31
Employee Birthday*	A day in recognition of the employee's birthday scheduled at the request of the employee and approved by the immediate supervisor. In those years where it is determined by the Foundation that an additional day is required in order to facilitate the shut down of Foundation sites between Christmas and New Years the employee's birthday will be scheduled as specified by the Board of the Foundation.

*Non-Federal Holiday

Based on needs of specific programs, the director of the Foundation may designate any non-Federal holidays as floating holidays for that program. Days so designated may be taken at a later time as paid time off, on a one-to-one basis (e.g. no "overtime"), as agreed by the cognizant program manager.

3.9. Other Alternative Work Schedules

A program manager or an individual may initiate a proposal for an alternate schedule. Such proposal shall address how the alternative schedule will maintain and/or improve the availability of services provided by the program.

When an employee's regular assignment is changed due to action initiated by the Foundation, the provisions of Section 3.2 of Compensation and Benefits of this contract, shall apply in computing shift differentials.

Proposals must be approved by the Program Manager and Director prior to the effective date of the change.

3.9.1. Holidays for Alternative and Partial Contract Work Schedules

For the purposes of this section, a holiday is a day off of work rather than a prorated hourly equivalent. Notwithstanding this agreement, when an employee is to be compensated in lieu of a day off, the compensation shall be a pro-rata of their straight time daily rate based upon the weekly full-time equivalent approved.

Section 4: Leaves of Absence

4.1. Sick Leave

4.1.1. Each employee shall receive one (1) day of sick leave per each month of employment. Regular sick leave shall be paid at the full rate of pay.

4.1.2. Sick Leave means the absence from duty of an employee because of his/her own illness, injury, or exposure to contagious disease.

4.1.3. If a new employee is employed more than fifty percent (50%) of any one (1) month, that month shall be counted as a "month of employment" for purposes of sick leave granted under Section 4.1.1.

4.1.4. Employees of the classified service shall be entitled to a leave of absence as a result of their own illness, injury, or exposure to contagious disease with the following provisions for salary payment:

4.1.4.1. Annual sick leave allowance shall be on the following basis:

Full salary shall be paid for the number of days, which correspond to the number of months in the assignment year for each employee, e.g., twelve (12) days for twelve- (12) month assignment. This allowance shall be allotted to the employee at the beginning of each contract year and may be used at any time, except that a new employee of the Foundation shall not be eligible to take more than six (6) days until the first (1st) day of the calendar month after completion of six (6) months of active service with the Foundation . However, if the employee terminates before the end of the contract year and has used unearned sick leave, he/she will have the appropriate amount deducted from his/her paycheck for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the contract year, it shall be construed as having been earned on the basis of one (1) day for each month served.

4.1.4.2. Any unused portion of the monthly sick leave in any year, up to twelve (12) days per year, shall be cumulative from year-to-year without limit.

4.1.5. Verification of illness may be required by the Foundation either in the form of a licensed physician's written statement or a statement by the employee describing the nature of the illness on a form acceptable to the Foundation. Normally a physician's statement will not be required for a short-term illness of five (5) days or less unless the Foundation has valid grounds for requesting such a statement. A request for verification of illness shall only be issued by the Director's Office.

4.1.6. All sick leaves, regardless of the number of hours, must be reported by the employee on the monthly time sheet. All absences, due to illness or injury, must be promptly reported to the immediate supervisor or designee.

4.1.7. Donation of Sick Leave

The Foundation will allow the donation of sick leave to any individual employee who has suffered a long-term illness or disability and who has exhausted all accrued full paid leave and other full paid time off. Donated sick leave will be considered as personally earned sick leave.

The offer to donate shall be made on a signed pledge form. Solicitation of donations may be made by the individual requesting donations or by a representative of such individual. Once the donated sick leave is actually credited, the transfer of leave is irrevocable. If an employee chooses to donate any sick leave such donation must be at least eight (8) hours to each benefiting employee. No employee may donate more than forty (40) hours of sick leave per fiscal year. The offer to donate sick leave shall remain valid for one (1) year from the date of signature on the pledge form.

4.1.8. An employee who has exhausted all available paid leaves or who is absent for a non-industrial accident or illness may be granted additional unpaid leave for two (2) additional six (6) month periods.

4.1.9. Working from Home

When an illness or injury prevents employee from reporting to his or her work site, such employee, in appropriate situations, may apply to his or her manager through his or her immediate supervisor, for permission to perform duties from the employee's home. Approval of such requests resides within the sole discretion of the appropriate manager (subject to review of the Director). Prior to the implementation of any such request, a telecommuting or 'work at home' plan will be developed for the employee. Such plan shall include provisions for the length of time that the plan will be in effect, the number of hours per day to be worked as well as any other applicable and appropriate terms and conditions. Such plans will be terminable at the will of the Foundation . Any such plan shall be subject to applicable state or federal regulations as well as any insurance or workers' compensation requirements.

4.2. Personal Necessity Leave for Grant-Funded Employees

4.2.1. Leave which is credited under Section 4.1. above, may be used, at the employee's election for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year. For the purposes of this Section, a "day" shall be the hourly equivalent of the employee's assigned workday at the time the leave is taken.

4.2.2. For purposes of this Section, personal necessity shall be limited to:

1. Death or serious illness of a member of the employee's immediate family defined in 4.6.1.1
2. An accident which is unforeseen involving the employee's person or property, or the person or property of a grant-funded employee's immediate family;
3. Circumstances that are serious in nature and cannot be disregarded and which necessitate the immediate attention of the employee or religious holiday, provided that, under no circumstances shall leave be available for purposes of personal convenience or the extension of a holiday or a vacation period for matters which can be taken care of outside the work hours, or for recreational activities.

4.2.3. Except where circumstances make it impossible to give prior notice, the employee shall notify the appropriate management person of the need for personal necessity leave in order that such leave may be scheduled in such a way as to cause the least impact on the department in which the employee works or to enable the Foundation to secure a substitute.

4.2.4. An employee's signature on the Foundation's Request for Leave of Absence Form shall constitute verification that the Personal Necessity Leave was used only for purposes set forth in Section 4.2.2. above.

4.3. Judicial Leave

4.3.1. All employees will be provided leave for regularly called jury duty or to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee. Upon knowledge of the appearance request, the employer shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave unless the employee receives a notice to appear at a time that is less than ten (10) days away.

4.3.3. If a negotiated holiday, not observed by the courts, occurs while an employee is serving jury duty, said employee shall receive an alternate holiday upon returning to his/her regular work assignment.

4.4. Military Leave

Military leave shall be granted in accordance with the law.

4.5. Religious Leave

Employees may be granted personal leave without pay for the purpose of observing religious holidays if no personal necessity leave is available

4.6. Bereavement Leave

4.6.1. Bereavement leave of up to three (3) days, or up to five (5) days if travel of more than four hundred (400) miles one (1) way is required, at full salary to employees. Such leave is granted only in case of the death of a member of the employee's immediate family, or of an individual with whom the employee had a significant personal relationship.

4.6.1.1. Immediate Family Includes

Spouse, children, grandchildren, siblings, parents, and grandparents of the employee or spouse of the employee, siblings of parents or grandparents of the employee or the spouse of the employee, and spouses and children of said siblings. The aforesaid relationships may be either natural, adoptive, or established by marriage.

4.6.2. An extension of time for bereavement leave of up to an additional seven (7) days may be used by the employee and deducted from the personal necessity leave allowance pursuant to Section 4.2. above.

4.7. Leave of Absence for Industrial Accident or Illness

4.7.1. An employee who has been employed for a period of at least two (2) consecutive years, at the time of accident or illness, shall be granted a leave of absence with pay when he/she is absent due to an industrial accident or illness in accordance with the following:

4.7.1.1. Such leaves shall be for a maximum of sixty (60) working days in any one (1) fiscal year for the same accident. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred.

4.7.1.2. Such leave shall not be cumulative from year-to-year. During all paid leaves of absence required as a result of industrial accident or illness, whether industrial accident leave, vacation, sick leave, or other paid leave, the employee shall endorse to the Foundation his/her wage loss benefit checks received under the Foundation's Workers' Compensation Policy. The Foundation, in turn, shall issue the employee appropriate warrants for full payment of salary and shall make normal payroll deductions.

4.7.1.3. An employee receiving industrial accident leave shall remain within the State of California unless the Board of Directors authorizes travel outside the State.

4.8. Interruption or Termination of Leave

Employees shall be allowed to interrupt or terminate their vacation leave in order to begin another type of paid leave without a return to active service provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

4.9. Pregnancy & Child Care Leave

4.9.1. An employee may use sick leave if she is unable to render service to the Auxiliary as a result of her pregnancy, as verified by her physician. Pregnancy Leave shall be granted by the Auxiliary in accordance with the provisions of California and Federal Law.

4.9.2. A pregnant employee may continue to work as long as her health will permit, as certified by her physician, and so long as she can carry out her duties and responsibilities. The employee must file a statement from her physician, or Foundation approved medical advisor, not later than the fourth (4th) month of pregnancy indicating the estimated date of delivery, that the employee is in good health, and she can continue to carry out her assigned duties and responsibilities without danger to herself or her unborn child.

- 4.9.3.** The use of sick leave for pregnancy-related disability shall be treated the same as any other disability for which sick leave is granted. In order to use sick leave for pregnancy disability, the employee must have actually rendered paid service to the Auxiliary immediately prior to the disability and request that sick leave be paid out during the leave.
- 4.9.4.** A pregnant employee who wishes to take a personal leave without pay to prepare for childbirth may request such leave for a time mutually agreeable to the employee and the Foundation . The Foundation will pay all costs of the health and welfare benefits for the first three (3) months of such leave. At the expiration of the three (3) month period, the employee may arrange with the Foundation to continue her health and welfare benefits at her own expense, subject to the insurance carrier's approval.
- 4.9.5.** Child Care Leave after the birth of the child may be granted upon request, as an elective leave for a period of up to twelve (12) months. Such leave shall be without compensation or credit toward service and shall not be considered as personal illness, such leave may be utilized for adoption. Child Care Leave, when combined with a preparation for childbirth leave, other than for disability, shall not exceed one (1) year.
- 4.9.6.** An employee returning from pregnancy leave shall provide a physician's statement indicating that the returning employee's health will permit her to discharge the full responsibilities of her position.

4.10. Break-in Service

No absence under any paid or unpaid leave provision of this Section shall be considered to be a break-in service for any employee and shall not count as credit for salary step advancement except as provided herein.

4.11. Other Leaves Without Pay

- 4.11.1.** Upon recommendation of the Director and approval by the Board of Directors leave without compensation, or increment, may be granted for a period of up to one (1) school year at the sole discretion of the Auxiliary.
- 4.11.2.** The application for, and granting of, such leaves of absence shall be in writing.

4.13. Family Care Leave

- 4.13.1.** Family Care Leave means leave for reason of birth or adoption of the employee's child, or placement of foster child with the employee; leave

to care for seriously ill child, spouse, or parent; leave for the employee's own serious health condition.

4.13.2. An employee who has been employed one (1) year as an employee of the Foundation and who has worked at least 1250 hours in the previous twelve (12) month period of employment with the Foundation, shall be eligible for Family Care Leave up to twelve (12) workweeks within a twelve (12) month period. May be taken incrementally.

4.13.3. When applicable, the Foundation may require that an employee's request for Family Care Leave be supported by a certification issued by a health care provider of the individual requiring leave.

4.13.4. Employees granted Family Care Leave must utilize all available accrued paid leave and vacation benefits during the period of leave. Following the exhausting of all accrued paid leave and vacation benefits, the employees shall be placed on unpaid status for the remainder of the Family Care Leave.

4.13.5. Group health plan coverage and premium payments shall be maintained on the same basis as if the employee were in paid status.

4.13.6. The Foundation may recover from the employee the cost of group health plan premium payments paid by the Foundation during periods of unpaid Family Care Leave if the employee fails to return to work after the expiration of the leave.

4.13.7.

Family Care Leave is in addition to leave provided under Section 4.9.

Section 5: Vacations

All employees shall be granted annual vacation in accordance with their assignment year and their current rate of pay. Vacation scheduling shall be determined by the Foundation . An effort shall be made to ensure that vacations can be taken at times convenient to the **employee**, consistent with the needs of the Foundation and the work load of the department.

- 5.1. Normally, vacation shall be taken following the fiscal year in which it is accumulated. In special circumstances, employees may be granted vacation, with the approval of the Director during the fiscal year even though the vacation is not earned at the time it is taken. Such action must be verified in writing by the appropriate supervisor.
- 5.2. If for any reason the employee is unable to take his/her full annual vacation, up to ten (10) days may be carried over to the next year and any balance shall be paid to the employee at the end of the fiscal year following the year in which the vacation is accumulated.
- 5.3. Earned vacation shall not become a vested right until completion of six (6) months of employment with the Auxiliary.
- 5.4. If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his/her services, the employer shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.
- 5.5. Upon separation from service, the employee shall be entitled to compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 5.6. **All Employees' Vacation Shall Be Computed As Follows:**
 1. .03846 hours of vacation for each hour in paid status not including overtime, for the first two (2) full assignment years with the Foundation, (ten [10] working days if full-time);
 2. .05769 hours of vacation for each hour in paid status not including overtime, starting with their third (3rd) full assignment year through their ninth (9th) full assignment year with the Foundation, (fifteen [15] working days if full-time);
 3. .07692 hours of vacation for each hour in paid status not including overtime, starting with their tenth (10th) full assignment year through their twentieth (20th) full assignment year with the Foundation, (twenty [20] working days if full-time);
 4. .08077 hours of vacation for each hour in paid status not including overtime, starting with their twenty-first (21st) full assignment year through their twenty-

- fourth (24th) full assignment year with the Foundation, (twenty-one [21] working days if full-time);
5. .08461 hours of vacation for each hour in paid status not including overtime, starting with their twenty-fifth (25th) full assignment year through their thirtieth (30th) full assignment year with the Foundation, (twenty-two [22] working days if full-time);
 6. .08846 hours of vacation for each hour in paid status not including overtime, starting with their thirty-first (31st) full assignment year with the Foundation, (twenty-three [23] working days if full-time).
- 5.7. Holidays which occur during an employee's vacation period shall not be charged against the employee's accumulated vacation.

5.8. Optional Vacation Day

Three (3) years after the original hire date, an employee shall receive one (1) optional vacation day each year. The optional day may not be carried over to the next year. For the purposes of this Section, a "day" shall be the hourly equivalent of the employee's assigned workday at the time the vacation day is taken.

Section 6: Transfers

6.1 Transfer To a Lower Classification

- 6.1.1.** In those instances, where an employee accepts a voluntary transfer to a position in a lower classification, they will be placed on the salary schedule at that step which is closest without exceeding or equal to their current salary.

- 6.1.2.** An employee accepting transfer to a lower classification in which they have not previously served for at least one year, will be evaluated under Section 7: Evaluations, Section 7.3

Section 7: Evaluations

- 7.1.** All employees will be evaluated in writing by their immediate supervisor.
- 7.2.** Newly hired full-time employees other than temporary employees, shall serve a twelve (12) month probationary period. Performance shall be reviewed at 90 days. Director of Foundation or assigned Foundation manager, shall assess the employee's skills and abilities, and shall determine whether the employment will continue. In event employee receives unsatisfactory review, Director of Foundation may terminate employee. Progress evaluations for all probationary full-time employees shall be submitted on or about the end of the third (3rd), sixth (6th), and ninth (9th) month from the date of appointment to the position.
- 7.3.** Progress evaluations for permanent full-time employees appointed to a new position shall be submitted twice during the first (1st) year in the new classification.
- 7.4.** Progress evaluations for all other permanent full-time employees shall be submitted at least once during the fiscal year at a time designated by the Auxiliary, but no later than June 30.
- 7.5.** Special evaluations may be made on either a permanent, probationary, or temporary employee at other than specified times upon the request of the employee, or the appropriate supervisor/manager.
- 7.6.** The Evaluation Procedure Shall Be As Follows:
 - 1.** The immediate supervisor shall meet with the employee.
 - 2.** Each element of the evaluation form shall be discussed.
 - 3.** Strong areas shall be noted.
 - 4.** Weak areas shall be explained and specific recommendations made as to methods to be used to achieve improvement.
 - 5.** The evaluation shall be signed by the immediate supervisor, and the person to whom the immediate supervisor reports, prior to the time of this meeting.
 - 6.** The employee shall sign the evaluation, such signature indicating neither concurrence nor objection to the content, and the employee shall at this time have the opportunity to indicate a request for further review of the evaluation, or his/her intent to file a written rebuttal.
- 7.6.1.** Any deficiency reported in the progress evaluation shall be accompanied by written documentation showing that the supervisor counseled the employee regarding said deficiency at the time it was noted. Such documentation shall include the date the counseling took

place and the instructions given the employee regarding methods to be used to achieve improvement.

- 7.7.** Allegations or hearsay statements about an employee shall not be used in the evaluation of that employee. For the purposes of the evaluation process, observations of lead personnel shall not be considered as hearsay.

Hearsay is defined as: Evidence not proceeding from the personal knowledge of the witness, but from the mere repetition of what others have said or written.

- 7.8.** If an evaluation includes information of a derogatory nature, the subject employee shall have ten (10) working days to enter on and/or have attached to such evaluation, their own documents and/or statements.
- 7.9.** The evaluation shall be reviewed and signed by the first level of management above the immediate supervisor. The employee shall receive a copy of the evaluation and any attachments thereto after this review.

Section 8: Health & Safety

8.1. Safety Equipment, Clothing, and Devices

The Foundation agrees to furnish safety equipment, clothing, and devices required to maintain a safe and healthy environment for its employees and to comply with all local, state, and federal statutes regarding such safety items. In turn, all employees agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment, devices, or clothing.

8.1.1 The Auxiliary may require designated employees to wear uniforms.

8.2. Notification of Unsafe or Unsanitary Conditions

All employees are obligated to notify their supervisors of any known unsafe or unsanitary condition at any Foundation work location. No reprisal of any kind shall be taken against any employee as a result of that employee's report of any unsafe or unsanitary conditions.

8.3. Refusal to Work Under Unsafe Conditions

An employee shall have the right, without fear of reprisal, discrimination, or discipline, to refuse to work on a job which the employee, reasonably, and in good faith believes places him/her in imminent physical danger or significantly endangers his/her health.

8.3.1. In All Such Cases, the Employee Shall:

1. Immediately report the hazardous condition to the supervisor and explain why there is a danger.
2. Request that the supervisor correct or have removed the hazard or danger.
3. Insure that the refusal is based only on the existence of the hazard.
4. Leave the immediate area of danger but may not leave the work site unless directed to do so by the supervisor.
5. Perform alternate duties as assigned prior to removal of the hazard.
6. Perform the job once the hazard is removed.

8.3.2 In All Such Cases the Site Supervisor Shall:

1. Initiate an evaluation of the complaint as soon as possible.

2. Assign alternate duties to the employee(s) until the hazard is removed.
3. Inform the employee of the results of the evaluation of the reported safety hazard.
4. Assign the employee's normal duties at such time as the hazard has been removed.

8.3.3 If the employee, in good faith, believes a safety problem continues to exist after the Auxiliary has determined that the condition has been remedied, the Foundation Director, or designee, shall review the situation.

8.3.3.1 For the purposes of this section "Verbal Abuse" does NOT include strong but correct criticism by a supervisor. The Foundation will NOT, however, condone intemperate (i.e., loud, abusive, or profane) criticism of subordinates by its supervisory or management personnel.

8.3.4. On receipt of the complaint, the Foundation shall conduct an immediate investigation and shall take all reasonable and necessary steps, consistent with the facts, in order to remedy the situation.

Section 9: Problem Resolution Procedure

Any **employee** shall have the right to meet with (or address in writing) their immediate supervisor or the next level supervisor on an individual basis to discuss any matters related to his/her employment. If he/she is not satisfied with the outcome at this level, he/she shall have the right to discuss these matters with the supervisor above each level, concluding with the Director.

At each of these levels, each specific supervisor involved in the discussions shall provide the individual with a written statement of his/her conclusions of the discussion within five (5) working days. Copies of this written statement shall also be given to the employee's immediate supervisor. The Director's written statement, however, shall be given to the individual and placed in his/her file. All written materials regarding these discussions shall be kept in a central location.

Section 10: Discipline of Employees

- 10.1.** An employee may be disciplined by the Foundation for just cause. A verbal and written reprimand will normally precede discipline. The term "discipline" specifically does not include adverse or negative evaluations, warnings, directives, and the implementation of other Sections in the Employee Handbook such as denial of any leave.

Cause is defined as: Those grounds for discipline, or offenses, enumerated in the law or, the written rules of the Foundation . No disciplinary action may be maintained for any "cause" other than as defined therein .

Disciplinary Action is defined as: Any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds.

Full-Time Grant-Funded Staff Salary Schedule Monthly Amounts

TITLE	SALARY GRADE	STEP A	STEP B	STEP C	STEP D	STEP E
Clerical Assistant I	23	\$2,915	\$3,083	\$3,259	\$3,448	\$3,645
Clerical Assistant II	24	\$3,002	\$3,175	\$3,357	\$3,550	\$3,754
Clerical Assistant Intermediate I	25	\$3,092	\$3,271	\$3,458	\$3,659	\$3,867
Clerical Assistant Intermediate II	26	\$3,186	\$3,369	\$3,562	\$3,767	\$3,983
Clerical Assistant Intermediate III	27	\$3,282	\$3,467	\$3,669	\$3,880	\$4,102
Clerical Assistant Intermediate IV	28	\$3,379	\$3,572	\$3,778	\$3,996	\$4,226
Program Specialist I	29	\$3,481	\$3,679	\$3,892	\$4,117	\$4,353
Program Specialist II	30	\$3,585	\$3,792	\$4,010	\$4,238	\$4,484
Program Specialist III	31	\$3,694	\$3,906	\$4,128	\$4,366	\$4,616
Program Specialist IV	32	\$3,804	\$4,021	\$4,253	\$4,497	\$4,757
Program Specialist V	33	\$3,917	\$4,143	\$4,382	\$4,632	\$4,899
Program Specialist VI, Operations Specialist	34	\$4,036	\$4,267	\$4,511	\$4,771	\$5,046
Program Specialist VII, Contracts Specialist	35	\$4,156	\$4,394	\$4,647	\$4,915	\$5,197
Program Specialist VIII	36	\$4,281	\$4,526	\$4,787	\$5,061	\$5,353
Program Specialist IX	37	\$4,408	\$4,663	\$4,932	\$5,214	\$5,515
Institutional Effectiveness, Specialist, Outreach Specialist, Transition Specialist, Student Success Advisor	38	\$4,541	\$4,802	\$5,078	\$5,370	\$5,679
Industry Connections Coordinator	39	\$4,678	\$4,946	\$5,231	\$5,532	\$5,848
Program Specialist X	40	\$4,817	\$5,093	\$5,387	\$5,697	\$6,026
Program Specialist XI	41	\$4,962	\$5,246	\$5,549	\$5,868	\$6,206
Student Success Advisor	42	\$5,111	\$5,404	\$5,714	\$6,045	\$6,392
Equity Analyst, Senior Transition Coordinator, Corporate College Program Coordinator, Program Coordinator I, Professional Learning and LMS Coordinator,	43	\$5,264	\$5,565	\$5,887	\$6,224	\$6,583
Program Coordinator II	44	\$5,422	\$5,734	\$6,063	\$6,411	\$6,779
Business Engagement Coordinator	45	\$5,585	\$5,904	\$6,245	\$6,604	\$6,984
Epidemiologist	46	\$5,753	\$6,083	\$6,431	\$6,802	\$7,194
Program Coordinator III	47	\$5,925	\$6,265	\$6,624	\$7,007	\$7,409

Longevity: After five (5) years of service and each additional year of service through year ten (10), an employee will receive a seven tenths (.7%) of one percent salary increase and .625% longevity stipend every year thereafter.

**Employment Categories
of the
Foundation for Grossmont and Cuyamaca Colleges**

Per actions of the Board of Directors of the FGCC, the FGCC currently uses the following employment categories:

Employment Category	Description	Benefits
Grant-Funded Employees	Individuals normally scheduled to work 20 or more hours per week and 1050 or more hours per year and is (1) an employee employed for a research project, workshop, institute, or other special project funded by a grant, contract, or gift; or (2) an employee whose contract of employment is for a fixed term not exceeding three years.	Full benefits*
Management Employees	Individuals designated as "Management Employees" by the Board of Directors. Management employees may be regular or temporary. In accordance with California Education Code section 72672: "...the regulations may permit retirement benefits, or permanent status benefits, or both, to be withheld from temporary and executive employees of each auxiliary organization." A temporary employee includes "an employee employed for a ... special project funded by any grant, contract, or gift..."	Full benefits*
Short-Term and Other Temporary Employees	Individuals scheduled to work 1049 or fewer hours per year.	Benefits for short-term and other temporary staff**

*Full benefits include:

- Vacation
- Sick Leave
- Other Leave Benefits (e.g. personal necessity)

Health & Welfare

- Medical
- Dental
- Vision
- Long Term Disability Insurance
- Worker Comp
- FICA
- Medicare
- CalPERS (California Public Employees' Retirement System)

Holidays (when in paid status the day before or day after the holiday; paid as regular, scheduled hours)

**Benefits for short-term and other temporary staff are:

- State Disability Insurance
- Worker Comp
- FICA
- Medicare

All descriptions and provisions are subject to change per action of the Foundation's Board of Directors.

ACKNOWLEDGEMENT OF RECEIPT

EMPLOYEE HANDBOOK (GRANT-FUNDED EMPLOYEE)

I, the undersigned, hereby certify that I have received the GRANT-FUNDED EMPLOYEE HANDBOOK.

Print Name _____
 Last First M.I.

Employee Signature _____

Date _____

Please sign and send to the Director of the
Foundation for Grossmont and Cuyamaca Colleges