

**ADMINISTRATORS'  
ASSOCIATION**

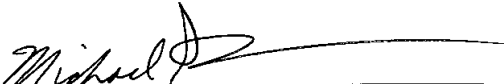
**&**

**GROSSMONT-CUYAMACA  
COMMUNITY COLLEGE  
DISTRICT**

**Contract Period  
January 1, 2019 - December 31, 2021**


This is an Agreement made and entered into this **2<sup>nd</sup> day of October, 2014**, between Grossmont-Cuyamaca Community College District and the Administrator's Association.

Administrator's Association

  
\_\_\_\_\_  
Michael S. Copenhaver  
President

10/2/2014  
DATE

Grossmont-Cuyamaca Community College District

  
\_\_\_\_\_  
Tim Corcoran, Vice Chancellor of HR  
Chief Negotiator

10/2/14  
DATE

**GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT  
ADMINISTRATORS' HANDBOOK**

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## **PREAMBLE**

The Governing Board of the Grossmont-Cuyamaca Community College District (the "Board") and the Grossmont-Cuyamaca Community College District Administrators' Association (the "Association"), have entered into this agreement because they share the desire to provide access to education and the means to achieve success for the diverse students and communities our District serves. The Board recognizes the importance of the work of this Unit toward achieving those ends and remains committed to maintaining a professional relationship with administrative employees, which will support the continued success of the Grossmont-Cuyamaca Community College District (the "District").

## ORGANIZATIONAL SECURITY

### Recognition and Organizational Security

- A. **The Unit:** The Board recognizes that the Association is the duly certified exclusive representative of those regular and non-regular employees included in the Unit, as listed below. The Unit may be modified in accordance with Government Code sections 3540 *et seq.* and the rules and regulations of the California Public Employment Relations Board (“PERB”), those modifications, once approved by PERB, become parts of this Agreement without further negotiations.
- B. The Association reserves the right to assert that modifications may be made to the unit. The District reserves all its rights regarding unit modification.
- C. The District and Association agree that the Unit shall consist of the following classifications:
  - i. Supervisor
  - ii. Classified Administrator
  - iii. Educational Administrator

## MANAGEMENT RIGHTS

### Management Rights

- A. The Board has all the customary and usual rights, powers, functions and authority as an employer as established in Government Code 3540 *et seq.* (the Educational Employment Relations Act; “EERA”) and other California Law. Except to the extent limited by the express and specific terms and conditions of this agreement, the control of the Grossmont-Cuyamaca Community College District operations, working force and facilities are vested in the Governing Board. Except to the extent limited by the express and specific terms and conditions of this agreement, rights, including but not limited to the right to select, direct and control the District’s business operations and working force; to determine staffing levels and job duties, to hire, suspend, transfer, lay off, and to discipline or discharge Unit members in accordance with applicable Education code provisions; and the right to require Unit members to observe rules and regulations not inconsistent with this agreement, are all vested in the Board.
  
- B. The Board may legally delegate or assign any Board rights or responsibilities to persons, divisions, departments and committees, as it shall determine appropriate.

## ASSOCIATION RIGHTS

### Association Rights

- A. The Association shall have the right to access at reasonable times to areas in which employees work, the right to use *designated* institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulations, and the right to use institutional facilities and equipment provided that such use not interfere with nor interrupt normal District or campus operations, nor shall use cause an additional or an increased maintenance cost to the District. In cases of use or access that will result in additional costs to the District, arrangements shall be made prior to use for reimbursement to the District by the Association.
- B. The Association shall be entitled to a representative at all Board meetings and shall be allowed to speak on any item of any agenda in accordance with existing Board Rules. The Association shall be furnished Board agendas and minutes at the same time as such are made available to the public.
- C. At each college, the Association shall be granted a seat and shall represent the Unit on shared governance councils. Similarly, the Association President or his/her designee shall represent the Association on the District wide shared governance council.
- D. The Chancellor, or his/her designee, and the Association President, or his/her designee, shall meet, as frequently as once a month, to review and facilitate enforcement of the Agreement and to discuss matters of mutual interest. Prior to each such session, the District and the Association should exchange written agendas.
- E. The District shall furnish to the Association, upon request, all available information that is available to the public concerning items affecting the unit.
- F. This Agreement shall be posted online.
- G. The District shall grant conference attendance with pay but without expenses up to but not to exceed the equivalent of five (5) consecutive working days for three (3) employees, designated by the Association, for the purpose of attending the Association conferences, provided that no more than one employee is absent from any office or operational unit for such purpose.
- H. Ombudsmen shall be designated by the Association in writing; such list shall be provided to Human Resources on or before July 1 of each year. Additions to or deletions from the list shall be reported in writing to Human Resources in writing as they occur.
- I. The District will work with the Administrator's Association to allow reasonable time for union activities. If mutual agreement cannot be reached the Chancellor will make the final determination.

## **CHAPTER 1 – BARGAINING UNIT MEMBER STATUS**

### **Classified Bargaining Unit Members**

All bargaining unit members shall be covered by the provisions of this Agreement.

- A.** New classified bargaining unit members to the District are considered probationary bargaining unit members until they have satisfactorily completed one (1) calendar year of service, twelve (12) months from the date of initial assignment, at which time they become permanent.
- B.** Classified bargaining unit members shall attain permanency in a new classification upon the completion of one (1) calendar year of satisfactory service in the new classification.

### **Educational Bargaining Unit Members**

Bargaining unit members promoted to management positions retain any prior tenure earned with the District, to the extent required by applicable law.

- A.** New educational bargaining unit members to the District will be on a one year initial appointment/contract and are considered probationary bargaining unit members until successful completion of one (1) calendar year of service, twelve (12) months from the date of initial assignment.
- B.** After the successful completion of one year, Educational Administrators will receive a two-year appointment/contract with a maximum one year buyout provision. Renewal is subject to the notice requirements in Section 72411A&B of the California Education Code provisions.



## **CHAPTER 2 – CLASSIFICATION AND REASSIGNMENT**

### **Classification**

All bargaining unit members employed by the District shall, upon their appointment, be classified within one of the classifications listed under Standard Classification titles listed online. The list can be found on the GCCCD Website at: <http://www.gccd.edu/human-resources/salary-schedules.html>.

### **Permanent Voluntary Bargaining Unit Member Reassignments within the Bargaining Unit**

These are reassignments requested by the bargaining unit member. They may be lateral or to a lower classification and must be approved by the immediate supervisor and appropriate administrator. Requests shall be in writing as shall the decision of the immediate supervisor and appropriate administrator, President, Chancellor or designee for district assignments. In the event a bargaining unit member requests, and is granted, permanent reassignment to a lower classification, they shall be compensated at the level of the lower classification.

### **Permanent Involuntary Bargaining Unit Member Reassignments**

These are reassignments of bargaining unit members to an established position that is open or a new position. These reassignments must be approved by the Chancellor or Chancellor's designee, be of benefit to the District, and receive comparable remuneration including benefits. The Chancellor or Chancellor's designee shall give written notice to the individual being reassigned, including the reasons for their reassignment, in accordance with applicable law.

### **Out-Of-Class and Temporary Administrative Assignments**

Guidelines for out-of-class and temporary administrative assignments, including acting and interim positions, can be found on the district employee intranet at: <https://intranet.gccd.edu/employee-reference/documents/quick-references/Quick.Reference.Out-of-Class.Interim-final.approved.5-2016-Rev.8.2017.pdf>

### **Reassignment**

When a bargaining unit member is reassigned to a position in another bargaining unit, he/she shall be granted full credit for all time served in the District, regardless of the type of assignment previously held. Seniority and other rights of employment will be based on the original date of hire, and the seniority within any classification.

## **CHAPTER 3 – HOURS OF WORK**

### **Bargaining Unit Members**

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.

**Summer Work Schedule:** When adopted by the Governing Board or Governing Board designee, the summer work week shall consist of four (4) consecutive days, Monday through Thursday, of ten (10) hours per day and forty (40) hours per week.

### **Supervisor Bargaining Unit Members**

#### **Alternative Work Schedule**

It is recognized by the District, that an alternative work schedule, other than eight (8) hours per day/five (5) days per week, might be a benefit to the supervisor bargaining unit member and the District in the effective delivery of services.

- A. A department or supervisor bargaining unit member may initiate a proposal for an alternative schedule. Such proposal shall address how the alternative schedule will maintain and/or improve the availability of services provided by the department.
- B. Proposals must be approved by the immediate supervisor, President, Vice Chancellor or designee. The alternative work schedule will not be worked until final approval is obtained.

#### **Call Back Compensation**

In the event that it is necessary for a supervisor bargaining unit member to return to campus after completion of their normal work schedule, the supervisor bargaining unit member shall be compensated at a minimum of two (2) hours at time and one-half.

#### **Stand-By Status**

The District shall specify those classifications where supervisor bargaining unit members may be required to periodically stand-by in the event services may be required at times other than the regularly scheduled work hours.

- A. Supervisor bargaining unit members on stand-by must respond by phone within fifteen (15) minutes of a call and report for work, if so required, within one (1) hour from initial contact or within a reasonable time frame as agreed to by the supervisor, for employees living beyond one (1) hour from the work site. Supervisor bargaining unit members on stand-by must remain readily available by phone and are obligated and must return to work fit for duty and in an able condition to assume work responsibilities.

- B. If a supervisor bargaining unit member is directed by the District to stand-by, the supervisor bargaining unit member shall receive a stipend of \$20.00 per 8-hour stand-by period. The requirement to serve stand-by shall be assigned on a rotating basis to those supervisor bargaining unit members qualified to perform the anticipated assignment.
- C. Except in emergency situations, supervisor bargaining unit members shall be given 48 hours advance notice of stand-by assignments.

## **Overtime**

Supervisor bargaining unit members are eligible for overtime to the extent specifically required by law. Overtime work must be approved by the immediate supervisor before the overtime is performed, except in emergency situations.

- A. Where it is necessary for a supervisor bargaining unit member to work more than forty (40) hours in one (1) week, or more than eight (8) hours in one (1) day, or for time worked on the sixth or seventh consecutive work day, compensation will be at a rate of one and one-half (1 & ½) times base pay, or its equivalent in compensatory time off. Time worked beyond twelve (12) consecutive hours in one work day or time worked beyond eight (8) hours on the seventh consecutive work day will be compensated at a rate of two (2) times base pay, or its equivalent in compensatory time off. The election to receive compensatory time off shall be the option of the supervisor bargaining unit member. Compensatory time off shall be used within twelve (12) months following the month in which it was earned. If the supervisor bargaining unit member does elect to receive compensatory time instead of overtime pay, such time off shall be mutually agreed to between the supervisor bargaining unit member and their immediate supervisor. If there is no mutual agreement, compensatory time off scheduling shall be determined by the immediate supervisor. An effort shall be made to ensure that compensatory time off can be taken at times convenient to the supervisor bargaining unit member, consistent with the needs of the District and the work load of the department.

## **Ten Hour Workday/Four Day Workweek Overtime**

During a Ten Hour Workday/Four Day Workweek schedule, overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in a workweek.

## **CHAPTER 4 – COMPENSATION**

### **Bargaining Unit Members**

#### **Resource Allocation Formula**

The Administrators Association and the District would need to negotiate any Resource Allocation Formula (RAF) agreement if the District decides to implement such agreement.

#### **Salary Schedules**

All bargaining unit members employed by the District shall be paid according to the approved salary schedules. Bargaining unit member salary schedules can be found on the GCCCD web site at <http://www.gcccd.edu/human-resources/salary-schedules.html>.

Effective January 1, 2019, each salary schedule shall be increased by four percent (4.0%).

Effective January 1, 2020, each salary schedule shall be increased by three percent (3.0%).

The District reserves the right to increase the salaries of the bargaining unit members covered by these salary schedules during the current fiscal year or any subsequent fiscal year in which the salary schedules may be in effect. The salary schedules will remain in effect until amended or repealed by the Governing Board.

#### **Anniversary Date**

July 1 shall be the anniversary date for all bargaining unit members. Any bargaining unit member who has spent at least 60% of a year within one step by July 1 will be eligible for advancement to the next step. Current full-time bargaining unit members who have completed a normal work year in a position or combination of positions within the District will receive the scheduled step increase in the position currently held on July 1.

#### **Initial Placement on the Salary Schedules**

**A. From Within the District:** A bargaining unit member continuing from the preceding year who is promoted from another GCCCD salary schedule to the Supervisory Salary Schedule or the Administrator Salary Schedule shall be placed on the step of the appropriate salary range according to the following:

1. Step placement is based on full-time years of relevant experience in a like or equivalent over minimum qualifications.
2. 0-2 years equals placement at Step A; 2-4 years equals placement at Step B; 4 or more years equals placement at Step C.

3. Step placement should allow for a minimum of a five (5) percent increase over the bargaining unit member's current base salary.

**B. New to the District:** A bargaining unit member, new to the District, shall be placed on the step of the appropriate salary range according to the following:

1. Step placement is based on full-time years of relevant experience in a like or equivalent position over minimum qualifications.
2. 0-2 years equals placement at Step A; 2-4 years equals placement at Step B; 4 or more years equals placement at Step C.

### **Salary Placement Upon Reclassification**

**A. Present Salary within Reallocated Range:** If a position is reallocated to a lower range and the bargaining unit member's base salary is within the range to which their classification is reallocated, the bargaining unit member shall be placed at the step which is closest, but not less than, their present base salary. If this placement is at a step other than step E, the bargaining unit member shall advance to the next step on the next July 1 as long as the bargaining unit member spent at least 60% of a year within one step and will continue to advance annually until reaching step E. If position is reallocated to a higher range and the bargaining unit member's base salary is within the range to which their classification is reallocated the bargaining unit member shall be placed at the lowest step within the designated salary range which provides at least a five (5) percent increase. If this placement is at a step other than step E, the bargaining unit member shall advance to the next step on the next July 1 as long as the bargaining unit member spent at least 60% of a year within one step and will continue to advance annually until reaching step E.

**B. Present Salary Exceeds Maximum of Reallocated Range:** A bargaining unit member whose base salary exceeds step E of the range to which their classification is reallocated shall not have their salary reduced. Their salary shall not be increased until such time as step E of the range to which their classification is allocated exceeds their present base salary.

### **Longevity Increments**

**A.** Beginning the 6<sup>th</sup> year of service in the college District, a bargaining unit member will receive a longevity increment of \$1,442. Every year thereafter, this longevity increment will be increased by \$323 per year.

### **Salary Deductions**

**A. Classified:** In the case where classified bargaining unit members are absent without pay for any reason, the *number of hours absent* will be used to adjust their monthly salary.

- B. **Educational:** In the case where educational bargaining unit members are absent without pay for any reason, the *number of workdays* in the fiscal year will be used to adjust their annual salary.

### **Shift Differential Compensation for Supervisory Bargaining Unit Members**

- A. A supervisor bargaining unit member who's regularly assigned work shift ends after 10:00 p.m. three (3) days a week or more of the regularly scheduled workweek, shall be paid a shift differential premium of \$75 per month additional. Bargaining unit members temporarily assigned to a qualifying shift, at least three (3) consecutive weeks, shall be eligible for a shift differential premium. The shift differential premium shall be paid on the pay period in which the majority of any three (3) week segment of a temporary assignment is worked.
- B. A supervisor bargaining unit member whose regularly assigned work shift ends after 2:00 a.m. three (3) days a week or more of the regularly scheduled workweek, shall be paid a shift differential premium of \$100 per month additional. Supervisor bargaining unit members temporarily assigned to a qualifying shift, at least three (3) consecutive weeks, shall be eligible for a shift differential premium. The shift premium shall be paid on the pay period in which the majority of any three (3) weeks segment of a temporary assignment is worked.

## CHAPTER 5 – VACATION

### **Eligibility**

Vacation days shall be granted to all bargaining unit members covered by this Contract, and in accordance with the provisions contained herein.

### **Vacation Requests**

All requests for vacation shall be in written form, and shall be submitted to the immediate supervisor in advance. Bargaining unit members shall schedule their vacations with the prior approval of the immediate supervisor.

Exceptions which will not seriously affect the operation of the District may be authorized by the bargaining unit member's immediate supervisor.

### **Regulations/Definitions**

- A. Assignment Years/Entitlement:** All bargaining unit members shall qualify for a vacation schedule under which they may accumulate two (2) days' vacation time per working month. Accrued vacation days are credited to a bargaining unit member after six (6) months of full-time initial employment.
- B. Break in Service:**
- i. Military and Sabbatical Leaves - are credited as service for vacation eligibility purposes, but vacation days are not accrued during such leaves.
  - ii. Bargaining unit members who have had a voluntary 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. Involuntary breaks in service that are initiated by the district will be excluded from this provision and the unit member will be given full credit for all paid leave.
  - iii. 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.
- C. Month:** Bargaining unit members must be employed at least fifteen (15) calendar days per month to accrue (2) days of vacation per month.

### **Vacation Carry-Over Formula**

In July of each fiscal year the District Services Payroll Office shall notify each bargaining unit member of the number of earned vacation days carried over from the last two fiscal years in excess of thirty four (34) days. Any days in excess of thirty four (34), the bargaining unit member shall have until December 31<sup>st</sup> of the current fiscal year to use those excess carryover vacation days. Any days in excess of thirty

four (34) from the last two fiscal years that remain credited to the bargaining unit member shall be paid off in January. Exceptions to the vacation carry over formula will be on a case-by-case basis.

### **Vacation Payout**

All accrued and unused vacation will be paid out to the bargaining unit member upon resignation, retirement or termination. For retirement see Chapter 13.

### **Winter and Spring Recess**

Vacation days taken during these periods when programs are not in session must be deducted from the accrued vacation entitlement.

### **Use of Vacation Days in Advance of Accrual**

The Chancellor or designee may permit bargaining unit members to use their vacation entitlement in advance of accrual for specific purposes approved on a case-by-case basis. Should the bargaining unit member resign, retire, or be reassigned to a position not eligible for vacation prior to fully earning and accruing vacation already taken, days taken in advance of earning or accrual shall be deducted from final pay warrant.

### **Vacation Scheduling**

- A. Must be at the convenience of the District and approved by the immediate supervisor.
- B. Generally, vacations should not be taken prior to completion of the first six (6) months in the assignment.
- C. Generally, no bargaining unit member, other than a terminating or retiring employee, shall be permitted to take more than twenty (20) days at a time.
- D. 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 with approval.



## CHAPTER 6 – HOLIDAYS

Any bargaining unit member covered by this Contract shall be entitled to all holidays designated by the Governing Board by adoption of the District's Academic Calendar.

<i>New Year's Day</i>	January 1 <sup>st</sup>
<i>Martin Luther King Day</i>	Third Monday in January
<i>Lincoln's Birthday</i>	February 12 or any preceding or following Monday or Friday *
<i>Washington's Birthday</i>	Third Monday in February
<i>Recognition Day</i>	A day in recognition of the bargaining unit member scheduled at the request of the unit member and approved by the immediate supervisor.
<i>Spring Vacation Day</i>	Friday of Spring Recess
<i>Memorial Day</i>	Last Monday in May
<i>Independence Day</i>	July 4 <sup>th</sup>
<i>Labor Day</i>	First Monday in September
<i>Admission Day</i>	To be observed on a day during winter break *
<i>Veteran's Day</i>	November 11 <sup>th</sup> , or a Friday or Monday *
<i>Thanksgiving Day &amp; the following Friday</i>	Usually during the 4 <sup>th</sup> week in November
<i>Winter Break</i>	Two days to be scheduled during winter break *
<i>Christmas Eve</i>	December 24 <sup>th</sup>
<i>Christmas Day</i>	December 25 <sup>th</sup>
<i>New Year's Eve</i>	December 31 <sup>st</sup>
<i>Personal Development Day</i>	A day in recognition of the bargaining unit member scheduled at the request of the unit member and approved by the immediate supervisor. In those years where it is determined by the Academic Calendar Committee that an additional day is required in order to facilitate the shut-down of District sites during the holiday period of the winter break, the Personal Development Day shall be scheduled during the winter break *

When a holiday falls on Saturday or on the sixth (6<sup>th</sup>) day of the bargaining unit member's assigned workweek, the preceding workday, not a holiday, shall be deemed to be that holiday.

When a holiday falls on Sunday or on the seventh (7<sup>th</sup>) day of the bargaining unit member's assigned workweek, the following day, not a holiday, shall be deemed to be that holiday.

\* As agreed to by the District and the Administrator's Association in consultation with the Academic Calendar Committee.

## **CHAPTER 7 – LEAVES**

### **Sick Leave, Personal Necessity Leave, and Pregnancy and Child Care Leave**

#### **Eligibility**

Sick leave benefits shall be available to all bargaining unit members covered by this Contract. Any time taken as sick leave which, upon termination, does not have a sufficient accumulation of sick leave from which to draw, shall be recovered from the bargaining unit member by deduction from the bargaining unit member's last paycheck.

#### **Donation of Sick Leave**

The District will allow the donation of sick leave to any individual bargaining unit members who have suffered a long-term illness or disability and who have exhausted all accrued full paid leave and other full paid time off. Donated sick leave will be considered as personally earned sick leave for purposes of determining balance of half-pay sick leave. Any sick leave donated after the bargaining unit member has exhausted half-pay sick leave allowance will be retroactively applied to replace half-pay sick leave used. Education Code section 87045(b).

Once the donated sick leave is actually credited, the transfer of leave is irrevocable. No bargaining unit member may donate less than eight (8) hours or more than forty (40) hours of sick leave for non-unit members per fiscal year. Bargaining unit members may donate no less than eight (8) hours or more than eighty (80) hours of sick leave for unit members 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.

Donors must have the equivalent of one year (96 hours) of sick leave accruals post donation.

#### **Verification of Illness**

A physician's statement will not be required for a short-term illness of five (5) days or less unless the District has valid grounds for requesting such a statement. A physician's statement may be required for absences over five (5) days due to illness. Requests for verification of illness shall only be issued by Human Resources.

#### **Authorized Uses**

Absence from duty because of illness, injury, 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.

When an illness or injury prevents a bargaining unit member from reporting to their worksite, such bargaining unit member, in appropriate situations, may apply through their immediate supervisor, for permission to perform duties from the unit member's home. Approval of such requests resides within the sole discretion of the appropriate manager (subject to review of the President and Vice Chancellor). Prior to the implementation of any such request, a telecommuting or "work at home" plan will be developed for the bargaining unit member. 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 terminated at the will of the District. Any such plan shall be subject to applicable state or federal regulations as well as any insurance or workers' compensation requirements.

### **Sick Leave Allowance**

Bargaining unit members with a full-time assignment shall be eligible for sick leave at the rate of one (1) day per month of service, beginning with the first month in which fifteen (15) calendar days were served in the employment of the District. The accrual shall be proportionate to bargaining unit members of less than 1.0 FTE. Unused, full-salary sick leave shall accrue without limitation. A permanent bargaining unit member who resigns, and is rehired within one year of the last date of paid service, shall have all accumulated, unused full-salary sick leave credits restored. (Ed Code Section 88202.)

### **Half-Salary Sick Leave**

Full-time bargaining unit members shall have a potential of 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 100 workdays, plus the current year's entitlement. Bargaining unit members may continue on half-salary sick leave from one fiscal year to the next, but shall be eligible for a new entitlement of half-salary sick leave only when medically cleared and returned to the regular duty assignment for a minimum of one (1) day.

### **Transfer of Accumulated, Full-Salary Sick Leave**

Bargaining unit members who have previously worked for another California school district may have their previous sick leave transferred to the Grossmont-Cuyamaca Community College District pursuant to Ed Code Section 88202. Bargaining Unit Members must notify the District of any sick leave balances within 30 days of hire.

### **Extenuating Circumstances and Special Conditions**

- A. *Quarantines* – bargaining unit members 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 appropriate County, State, or Health Agency is filed verifying the quarantine.

## **Personal Necessity Leave**

Leave which is credited under sick leave above may be used, at the bargaining unit member's election, for purposes of personal necessity provided that use of such personal necessity leave does not exceed ten (10) days in any school year. For the purposes of this Article, a "day" shall be the hourly equivalent of the bargaining unit member's assigned workday at the time the leave is taken.

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

- A. Death or serious illness of a member of the bargaining unit member's family (See Immediate Family below);
- B. An accident which is unforeseen involving the bargaining unit member's person or property, or the person or property of a bargaining unit member's immediate family;
- C. Circumstances that are serious in nature and cannot be disregarded and which necessitate the immediate attention of the bargaining unit member 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.

Before the utilization of personal necessity leave, a bargaining unit member should obtain prior written approval from the immediate supervisor, except for circumstances where it is impossible to seek such approval or cases of "A." "B." or "C." above. Should the circumstances outlined in "A." "B." or "C." arise, the bargaining unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

Under all circumstances, a bargaining unit member shall verify in writing that the personal necessity leave was used only for purposes set forth in letters "A." "B." or "C." of this section.

### **Immediate Family Includes**

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

### **Parental Leave**

A bargaining unit member (male, female or non-binary) may use accrued paid time off, including vacation and sick leave for any of the following: (a) the pregnancy of the individual, spouse or their domestic partner, (b) the birth of a child of the individual: (c) the placement of a child with the individual in connection with a court approved process, or (d) caring for a child referred to above for a period beginning immediately following such birth or placement. Parental Leave shall be granted by the District in accordance with the provisions of state and federal law.

A pregnant unit member may continue to work as long as bargaining unit member's health will permit, as certified by bargaining unit member's physician, and so long as bargaining unit member can carry out bargaining unit member's duties and responsibilities.

A pregnant bargaining unit member who wishes to take a personal leave without pay to prepare for childbirth may request such leave for a time mutually agreeable to the unit member and the District. The District 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 unit member may arrange with the District to continue bargaining unit member's health and welfare benefits at bargaining unit member's own expense, subject to the insurance carrier's approval.

Parental 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. A bargaining unit member may use accrued paid time off, vacation days and sick leave, as applicable, towards unpaid leave. Such leave may also 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.

A bargaining unit member returning from pregnancy leave shall provide a physician's statement indicating that the returning employee's health will permit bargaining unit member to discharge the full responsibilities of bargaining unit member's position.

## **Long-term Leaves of Absence**

### **Eligibility**

Long-term leaves of absence (those in excess of 30 calendar days) may be granted to permanent bargaining unit members covered by this Contract. Probationary bargaining unit members are eligible for leave due to pregnancy or military leave only. All long-term leaves are taken without salary, except the first thirty (30) days of military leave.

### **Application for Benefits**

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District with all necessary documentation attached, such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor in advance of the intended leave.

### **Authorized Uses**

Long-term leaves are authorized for the following uses:

- A. Health Leaves (Including Leave Due to Pregnancy):** A bargaining unit member 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 physician's written release.

**B. Long-Term Military Leave (More than 30 Workdays Per Year):** A bargaining unit member 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.

- i. Salary Entitlement (first 30 days):** A bargaining unit member 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 month's salary) shall not exceed thirty (30) days in any college year.
- ii. Return to the District:** A bargaining unit member, 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.
  - a. However, the bargaining unit member shall not be entitled to sick leave, vacation, or salary for the period they were on leave, except as noted above.
- iii. Forfeiture of District Position:** A bargaining unit member who voluntarily requests and obtains an extension of their tour of duty shall forfeit all rights of return to a position with the District.
- iv. In the event** any provision of this agreement conflicts with the terms of USERRA, whichever provisions of the agreement or UERRA provides greater protection to the unit member shall apply.

**C. Other Leaves:** A bargaining unit member may be recommended for a long-term leave of absence at the discretion of the Chancellor.

### **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 upon recommendation of the Chancellor and approval of the Governing Board. 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.

### **Retention of Earned Sick Leave**

Bargaining unit members who are granted long-term leaves of absence shall retain any sick leave which they may have accumulated at the time of the leave, but shall not accumulate any additional sick leave rights during the leave period.

## **Returning from Long-Term Leave**

At the expiration of a leave of absence, a bargaining unit member 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 unit member may request a position in a lower grade.

## **Short-Term Leaves of Absence**

### **Eligibility**

Short-term paid leaves of absence of less than one calendar month may be granted to any bargaining unit member covered by this Contract.

Short-term unpaid leaves of absence of less than one calendar month may be granted on a case-by-case basis. These must be reviewed and approved by the Chancellor and/or designee.

### **Application**

Request for short-term leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the bargaining unit member's supervisor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

### **Authorized Leaves**

Short-term paid leaves are those which include the following:

- A. Bereavement Leave:** Absence without loss of salary for a period not to exceed three (3) days; five (5) days if minimum travel of 400 miles one-way is required) may be granted to a bargaining unit member upon the death of a member of their immediate family; or of any relative living in the immediate household of the bargaining unit member; or of an individual with whom the bargaining unit member had a spouse-like relationship.
  - i. Immediate Family Includes:** spouse, partner, children, grandchildren, siblings, parents, and grandparents of the bargaining unit member or spouse of the bargaining unit member, siblings of parents or grandparents of the bargaining unit member or the spouse of the bargaining unit member, and spouses and children of said siblings; the aforesaid relationship may be either natural, adoptive or established by marriage or domestic partnership.
  - ii. Leave** may be secured by verbal request, but requires submission of appropriate leave request form upon return to duty.
- B. Military Leave:** Military leave shall be granted in accordance with the law.
- C. Judicial Leave:** Bargaining unit members will be provided paid 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 unit member. Upon knowledge of the appearance

request, the bargaining unit member 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 bargaining unit member receives a notice to appear at a time that is less than ten (10) days away.

- i. Any bargaining unit member who is working an evening or alternate shift (not falling between 7:30 a.m. and 5:00 p.m.; Monday through Friday) and is required to perform jury duty, shall be temporarily assigned to the day shift with no loss in wages or benefits. The bargaining unit member shall not be required to perform services for the District while the bargaining unit member reports to jury duty, unless released before 12:00 noon.
- ii. If a negotiated holiday, not observed by the courts, occurs while a bargaining unit member is serving jury duty, said bargaining unit member shall receive an alternate holiday upon returning to their regular work assignment.

**D. Leave for Court Appearance:** When a bargaining unit member 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 bargaining unit member, a leave without loss of salary may be granted. The Leave Request Form shall be submitted with a copy of the subpoena attached. Witness fees received by any bargaining unit member shall be remitted to the Office of Human Resources within ten (10) days of receipt of such fees.

Short-term unpaid leaves are those which include the following:

- A. **Religious Leave:** Bargaining unit members may be granted personal leave without pay for the purpose of observing religious holidays if no personal necessity leave is available.

### **Industrial Accident and Illness Leave**

Industrial accident and illness leave is provided by the District for the purposes of augmenting temporary disability payments during absences due to on-the-job injury or illness (as defined by state code). Detailed information regarding industrial accident and illness leave is available from Human Resources.

- A. 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 bargaining unit member shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred.
- B. A bargaining unit member receiving industrial accident leave shall remain within the State of California unless the Governing Board authorizes travel outside the State.
- C. If the bargaining unit member is not medically able to resume normal duties of their position at the expiration of all available leaves of absence, they shall be placed on a reemployment list for a period of thirty-nine (39) months. If the bargaining unit member is medically recovered and available during the thirty-nine (39) month period, they shall be employed in any vacant position in their previous classification over all other candidates, except for those on a reemployment list



established as a result of a layoff in which case he/she shall be listed in accordance with appropriate seniority. If such a bargaining unit member refuses to accept an assignment in their previous classification, their name shall be removed from the reemployment list as the District is no longer obligated.

### **Family Care Leave**

Family Care Leave is defined as leave for: birth or adoption of the bargaining unit member's child; or placement of foster child with the bargaining unit member; leave to care for seriously ill child, spouse, or parent; leave for the bargaining unit member's own serious health condition.

- A.** Any bargaining unit member who has been employed one (1) year as a contract bargaining unit member of the District and who has worked at least sixty percent (60%) FTE in the previous twelve (12) month period of employment with the District shall be eligible for Family Care Leave up to twelve (12) weeks within a twelve (12) month period. This leave may be taken incrementally.
- B.** When applicable, the District is entitled to require that a bargaining unit member's request for Family Care Leave be supported by a certification issued by a health care provider of the individual requiring leave.
- C.** Bargaining unit members granted Family Care Leave must utilize all available paid leave and vacation benefits during the period of leave. Following the exhaustion of all paid leave and vacation benefits, the bargaining unit member shall be placed on leave-without-pay status for the remainder of the Family Care Leave.
- D.** Group health plan coverage and premium payments shall be maintained on the same basis as if the bargaining unit member were in paid status.
- E.** The District is entitled to recover from the bargaining unit member the cost of group health plan premium payments paid by the District during periods of unpaid Family Care Leave if at the expiration of the leave, the bargaining unit member fails to return to work for a 90 day period of time.

### **Exempt Employees**

Exempt employees are expected to be present at work during their scheduled work times in order to perform work that is essential to the District's operations. Exempt employees covered by this Agreement 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 submission be made for those hours.

## **CHAPTER 8 – EDUCATIONAL MANAGEMENT SABBATICAL LEAVE PROCEDURES**

### **Purpose**

The purpose of Academic Management sabbatical leave is to stimulate the professional growth of the educational bargaining unit member by (a) inspiring creativity, (b) increasing enthusiasm, (c) bringing new developments in the manager's area of responsibility into the program.

This professional growth, which shall benefit the District, colleges, the students, and the individual manager, may be attained through professional study and research and/or through travel.

### **Requirements**

When application is made for study purposes, the applicant shall submit an objective or purpose for research and the educational plan to be followed.

When application is made for travel, the applicant shall submit a written program for approval, such program indicating specific values to be derived for the District and the manager from the travel activities pursued.

Before approval of any application for sabbatical leave, there must be assurance of a satisfactory means of covering the manager's professional assignment during the period of leave.

### **Eligibility**

As a condition precedent to the submission of a request for sabbatical leave, the manager shall meet the following criteria:

- A.** Shall have rendered at least six (6) consecutive years of service in the Grossmont-Cuyamaca Community College District preceding the granting of leave. Not more than one such leave shall be granted in each six (6) year period. (E.C. Section 87768.)
- B.** Shall agree to render service to the District equal to twice the period of leave upon return from sabbatical leave. (E.C. Section 87770.)
- C.** Shall furnish a suitable bond to the Governing Board upon approval of a sabbatical leave application. (E.C. Section 87770.)

### **Compensation**

Compensation during sabbatical leave approved by the Governing Board for regular semester (or less) shall be at full salary compensation. Any period between one semester up to a full academic contract year shall be at one-half of annual salary.

Sabbatical leave shall count toward retirement (full paid health benefits for one semester or less leave; half paid health benefits for full academic year leave).

Upon return to regular service, salary shall be that of the step on the schedule the manager would have received had sabbatical leave not been taken. If the manager qualified for a higher classification, proper placement shall be made.

Compensation shall be paid the manager while on leave in the same manner as if the manager was on duty in the District. Other benefits such as sick, vacation and retirement service credit shall continue to accrue.

### **Report on Activities While on Leave**

Each manager who has been on sabbatical leave shall file with the appropriate President/Vice Chancellor and the Chancellor for transmittal to the Governing Board within ninety (90) days of their return, a detailed report describing activities and outcomes of the sabbatical project while on leave and one of the following:

- A. For travel, a report showing that the objectives outlined in the original application were accomplished.
- B. For study, a transcript of academic work.
- C. For research, a report research project, unless the project was graded, in which case a transcript shall be sufficient.
- D. Must provide professional development on the sabbatical topic.

### **Submission of Application**

Applications shall be submitted to the appropriate President (college managers) or appropriate Vice-Chancellor (district managers). The deadline for submitting formal applications shall be September 15<sup>th</sup> of the college year proceeding the college year of the proposed leave.

### **Ratio**

Not more than two (2) fulltime Educational bargaining unit members may be granted leaves at the same time.

### **Length of Leave**

A sabbatical leave may be granted for periods of one-fourth academic year, one-half academic year, but for not more than one full academic year. Such leave must be taken within the time frame of the college year.

## **Sabbatical Leave Committee**

A Sabbatical Leave Committee will be comprised of the members of either President's Cabinet or Chancellor's Cabinet.

The Committee's recommendations and evaluations, together with each individual request for sabbatical leave, shall be presented to the Chancellor for consideration, evaluation, and approval.

The Chancellor will make a recommendation to the Governing Board at the Board meeting in November.

## **CHAPTER 9 – BENEFITS**

Grossmont-Cuyamaca Community College District provides an insurance benefit package for all bargaining unit members and their eligible dependents that include medical, dental and related benefits. A bargaining unit member must have a 50 percent or more regular employment contract to be eligible for these benefits.

Since District insurance carriers may change from time to time, and since employee benefits are reviewed and modified on a regular basis, details of the benefits plans are not included in this Contract, but details are periodically distributed to all bargaining unit members from Human Resources. Specific questions regarding benefit matters should be directed to the Human Resources Department.

The **Benefits Committee** will review the benefits provided by the District and make recommendations, as appropriate, through the Vice Chancellor Human Resources and bargaining units to the Chancellor. Recommendations from the Benefits Committee are proposed to Administrators' Association and to representatives of the Governing board for review and agreement prior to implementation.

The District will maintain the existing long-term disability policy for all bargaining unit members.

The District will pay the medical and dental premiums currently in effect for eligible retired bargaining unit members who have completed ten (10) or more years of contract service in the Grossmont-Cuyamaca Community College District from the age of retirement (and are eligible to retire with STRS or PERS as determined by their STRS or PERS plan) until eligible for Medicare.

### **Active Bargaining Unit Members Opting Out**

No active bargaining unit member or dependents will be permitted to opt-out of District coverage.

### **Retirees Opting Out**

Retirees who are under the age of 65 and who meet one of the requirements below may opt out:

- A. Retirees residing outside of the United States will receive a payment equal to seventy seven percent (77%) of the monthly premium for the least costly health plan offered to staff for a single party or a payment equal to seventy seven percent (77%) of the monthly premium for the least costly health plan offered to staff for a retiree and their spouse in lieu of direct coverage.
- B. Other retirees may opt-out from medical coverage and receive a payment equal to seventy seven percent (77%) of the monthly premium for the least costly health plan offered to staff for a single party or both the retiree and their spouse may opt-out and receive a payment equal to seventy seven percent (77%) of the monthly premium for the least costly health plan offered to staff. Retirees who opt-out with alternate insurance will be permitted to return the first of the month following proof of loss of the alternate insurance.
- C. Payments will be made in April and October.

## CHAPTER 10 – GRIEVANCE PROCEDURE

### **Grievance Defined**

A grievance is defined as a formal written notice by the Association in the name of, and on behalf of, a specific aggrieved Unit member(s) that there has been a violation of a specific provision(s) of this Agreement.

- A. **Non-Contractual Problem Procedure:** Any member or members of the Administrators Association 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 non-contractual matters related to their employment. If they are not satisfied with the outcome at this level, they shall have the right to discuss these matters with the supervisor above each level, concluding with the Chancellor. This process is separate from the Grievance Procedure.

### **Matters Excluded**

All Discrimination complaints are to be handled under other District review procedures and/or statutory procedures, rather than the grievance procedure.

### **Definitions**

- A. **Grievant:** An employee covered by the terms of this Agreement.
- B. **Group Grievances:** Should the Association feel that the significant characteristics of a number of individual grievances or potential grievance are sufficiently alike, that it would be in the best interest of time to hear this group of grievances as one, it may do so under this procedure. Such consolidated grievances shall be carried through the procedure by one designated Grievant.
- C. **Day:** A day, for the purpose of this Article, is a day in which the central administrative office of the District is open for business and one which employees are required to work.
- D. **Immediate Supervisor:** The lowest level manager or supervisory position having immediate jurisdiction over the employee.
- E. **Arbitration:** The process by which the parties to a dispute submit their differences to the judgment of an impartial person or group appointed by mutual consent or statutory provision.

### **General Provisions**

- A. **Association Responsibilities:** The Association agrees to encourage the Grievant to discuss his/her complaint with his/her immediate supervisor or the appropriate immediate supervisor.
- B. **Resolution:** Before filing a formal written grievance, the Grievant will attempt to resolve the issue in an informal manner with the appropriate immediate supervisor.

- C. Grievances shall be presented by the Association directly to the office of Human Resources within thirty (30) days of the time the Association had knowledge of the act giving rise to the grievance.
- D. The grievance process is owned and managed by the Association.
- E. At all grievance meetings under this Article, the Grievant is entitled to be accompanied and/or represented by an Association representative. A Grievant shall also be entitled to represent himself/herself. The Grievant shall have the right to be accompanied by another Unit member. By mutual agreement other persons such as witnesses may also attend grievance meetings.
- F. Other information including but not limited to witness statements, interviews, or any other pertinent documentation may be utilized in grievance meetings.
- G. **Release Time for Employees and Association Representatives:** Grievance meetings and hearings will be scheduled at mutually convenient times and places during District business hours. If a grievance meeting or hearing is scheduled during working hours, reasonable employee release time including necessary travel time without loss of salary will be provided to the Grievant.
- H. **Effect on Time Limits:** If a grievance is not processed by the Grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question and the Grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.
- I. The respondent in any grievance shall be coordinated through the District. The response will be from the appropriate supervisor or manager. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof, unless the parties mutually agree to the contrary.
- J. If the District denies a grievance at any level, the Association may still move the grievance forward.
- K. The District shall grant release time for the processing and investigation of grievances under this Agreement to unit members who are Ombudsmen, subject to the following conditions:
  - i. The Association will designate to Human Resources the names of those members who will serve as Ombudsmen.
  - ii. The Ombudsman shall inform his/her immediate supervisor of the need for release time at least twenty-four (24) hours in advance. Workload permitting, the Ombudsman will be granted release time.
  - iii. Where the grievance pertains to two members of the Association, an Ombudsman may be provided to both Association members.

- L. Upon prior approval from the Unit member's supervisor, the Ombudsman may consult with Unit members during working hours.

## **Procedure**

### **Informal**

Within thirty (30) days after the bargaining unit member knew or reasonably should have known of the act or omission giving rise to the grievance and before filing a formal written grievance, the bargaining unit member shall attempt to resolve the issue by an informal conference with their immediate supervisor. The bargaining unit member may pursue the informal procedure through the immediate supervisor's chain of command. This informal procedure may be utilized up to and including the second management level above the immediate supervisor. If an action of the immediate supervisor is the basis for the grievance, the bargaining unit member may initiate the informal process at the next level of management above the immediate supervisor. The association, on behalf of the bargaining unit member may initiate the formal level at any point in this informal procedure.

### **Formal**

- A. **Level One:** If there is no resolution of the issue within fifteen (15) days after the most recent meeting at the informal level, or within thirty (30) days after the bargaining unit member knew or reasonably should have known of the act or omission giving rise to the grievance, whichever occurs later, the grievance must be presented in writing on the parties' grievance form to Human Resources. The written grievance shall contain a clear concise statement of the action(s) taken by the immediate supervisor or management employee which resulted in the violation of a specific provision of the Agreement, the remedy sought; the specific provision(s) of the Agreement violated, and the name of the employee's representative, if any.
  - i. A meeting between the Grievant and the immediate supervisor or his/her designee shall take place within ten (10) days from presentation of the grievance. The immediate supervisor or his/her designee shall reply in writing within ten (10) days following the meeting.
- B. **Level Two:** If the grievance is not resolved in Step One, the Association on behalf of the Grievant may, within ten (10) days after the receipt of the immediate supervisor's written decision, present the written grievance to Human Resources for presentation to the next level of authority or his/her designee. The written grievance shall contain the same information as in Level One and a copy of the immediate supervisor's decision. Within ten (10) days from receipt of the grievance, a meeting shall take place to discuss the matter. The next level of authority or his/her designee shall reply in writing within ten (10) days following the meeting.
- C. **Level Three:** If the grievance is not resolved in Level Two, the Association on behalf of the Grievant may, within ten (10) days after receipt of the decision in Level Two, present the written grievance to Human Resources for presentation to the College President or division head or his/her designee. The written grievance shall contain the same information as in Level One, copies of the Level One and Level Two decisions, and reasons for the appeal. Within ten (10)



days of receipt of the grievance appeal, a meeting shall take place to discuss the matter. The next level of authority or his/her designee shall reply in writing within ten (10) days following the meeting (this could be the College President, VCHR, Chancellor or his/her designee).

**D. Level Four (Request for Hearing):**

- i.** If the Association is not satisfied with the decision at Level Three, the Association may submit the matter to the office of Human Resources for Arbitration. This written request must be made within ten (10) days after termination of Level Three.
- ii.** The Association shall request a panel of five (5) arbitrators from the State Mediation and Conciliation Service.
- iii.** Within ten (10) days from receipt of the panel from the State Mediation and Conciliation Service, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator. The arbitrator shall be selected from the panel provided by the State Mediation and Conciliation Service by alternately striking names until one remains. The party that strikes the first name shall be chosen by lot. If the arbitrator indicates that he/she will not be available for a hearing within a reasonable time not to exceed sixty (60) days, the parties may proceed to select another arbitrator as indicated above.
- iv. Final Arbitration:** The decision rendered by the arbitrator will be recommended to the Association and the District. The decision will be binding upon approval of the Governing Board.
- v.** The parties shall exchange lists of proposed witnesses not later than ten (10) days prior to the first date of the hearing.
- vi.** Neither party shall communicate with the arbitrator on the merits of the grievance without first contacting the other party to explain the purpose of the intended communication.
- vii. Limitation Upon the Arbitrator:** The Arbitrator shall have no power to add, subtract, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall have the authority to recommend the payment of salary pending Board approval if it is proven that the Grievant has rendered service and has not been paid for that service; the Arbitrator may recommend the District pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award is recommended, the Board of Trustees shall review the Arbitrator's recommendation and render a final decision as to the amount to be granted. In grievances involving alleged contract violations, the Arbitrator's decision shall be limited to a specific finding regarding that alleged violation of a specific term of the Agreement. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition, or deduction) of the

terms of this Agreement. The Arbitrator shall have no power to render recommendations on any grievance occurring before or after the terms of this Agreement or to grant a remedy exceeding that sought by the Grievant.

- viii.** The hearing shall be conducted in accordance with the rules and procedures prescribed in Section 11513 of the Government Code of the State of California. No other section of the State Administrative Procedure Act shall apply to this grievance procedure. The hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, witnesses while testifying and representatives of Human Resources.
- ix.** The hearing officer shall render written findings, conclusions, and recommendations within thirty (30) days of the termination of the hearing. The findings, conclusions, and recommendations shall be sent to the parties concerned, the Association, and the Chancellor. The Governing Board's decision shall be final and it shall constitute the final administrative remedy available to the Grievant.
- x. Expenses:** the District and the Association will share equally the payment of the services and expenses of the arbitrator. Each party shall bear the expense of the presentation of its own case. A transcript of the proceedings shall not be required, but either party may order a transcript at its own expense.
- xi. Grievance Files:** The District's Office of Human Resources shall maintain a file of all grievance records and communications separate from the personnel files of the Grievant(s), and grievance documents and decisions shall not be included in the personnel file, unless it is reasonably necessary or appropriate to do so.
- xii. No Reprisals:** There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a Grievant pursuant to these procedures, provided such utilization or assistance conforms with rights established under this Agreement.

## **CHAPTER 11 – BARGAINING UNIT MEMBER EXPENSES**

It shall be the policy of the Governing Board to provide for the payment of the actual and necessary expenses, including traveling expenses, of bargaining unit members incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Governing Board.

- A.** Use of a personal vehicle for approved school purposes shall be reimbursable to the bargaining unit member at the approved IRS rate upon notification by the San Diego County Office of Education.
- B.** Whenever the vehicle of a bargaining unit member traveling on approved District business is damaged as a result of a collision or accident, the District shall pay the costs of repairing the damage, up to a maximum of \$500. In the event the bargaining unit member is covered under collision insurance, the District shall pay only those costs not reimbursed by the insurance carrier, not to exceed \$500.
- C.** Actual and necessary expenses incident to attendance at functions outside the District shall be reimbursable to the bargaining unit member, within budget limitations if such events have as their purpose programs which will improve the operation of the District or such events have programs which will benefit the bargaining unit member in the performance of assigned district duties and approval has been obtained in advance from the Chancellor or designee.
  - i.** Attendance at district approved events outside of the District shall be without loss of regular pay.

## **CHAPTER 12 – RETREAT RIGHTS**

### **Retreat Rights for an Educational Administrator (Ed Code section 87458)**

In accordance with California Education Code section 87001(b), this section applies only to Educational Administrators.

Per Education code Section 87458, Educational Administrators may have retreat rights to a faculty position due to the loss of their administrative position. For all rights and requirements, please contact the Administrators Association and/or Human Resources.

## **CHAPTER 13 – RETIREMENT**

### **Retirement Stipend**

Retirement Stipend available to bargaining unit members shall be based upon salary & benefit savings based on the following calculation. For purposes of this calculation, salary includes gross salary and doctorate stipend, and benefits include salary driven costs such as PERS, STRS, FICA taxes, Medicare, unemployment insurance, workers compensation, long term disability, and contributions for medical, dental, vision, life, and EAP programs.

- A. Two years of salary and benefits savings:
  - i. The difference between the bargaining unit member's last annual salary plus benefits and Step A of that same range salary plus benefits, and
  - ii. The difference between the bargaining unit member's last annual salary plus benefits and step B of that same range salary plus benefits.
- B. Three years of salary and benefits savings based on the actual cost to the District of the bargaining unit member's last annual longevity stipend paid prior to retirement.
- C. The retirement stipend will be decreased by the cost to the District of any contributions it may be required to make toward the cost of health & welfare to which the bargaining unit member or his/her dependent(s) are entitled because the bargaining unit member and/or dependent(s) are less than 65 years old at the time of retirement.
- D. The cost of health & welfare for purposes of this calculation will be based on current year adoption budget rates for the 1<sup>st</sup> year. The rate for the 2<sup>nd</sup> and 3<sup>rd</sup> year will be based on the average increase/decrease for the previous two fiscal years.

All bargaining unit members who are eligible to retire with PERS or STRS and have at least ten (10) consecutive years of service in a regular position with the District are eligible to receive the retirement stipend, subject to the terms of this program.

The employee shall provide Employment Services with a written notice of retirement at least 90 days prior to the anticipated effective date of retirement.

### **Accrued Vacation Distribution**

Under the terms of the 457(b) Plan, and in accordance with applicable laws and regulations, the bargaining unit member will have an opportunity to contribute his/her accrued vacation pay-off, up to the limits of federal and state tax and other applicable laws and the requirements of the Fringe Benefits Consortium. Information regarding the various options for applying the funds, including payout and investment, will be provided to the bargaining unit member upon notice of retirement.

## **CHAPTER 14 – EVALUATIONS**

It shall be the policy of the Governing Board to periodically evaluate the performance of supervisory and management personnel of the Grossmont-Cuyamaca Community College District.

Evaluations will be accomplished through a Performance Appraisal System. The Performance Appraisal System will help guarantee the fulfillment and development of supervisors and managers and will be of critical importance to realizing the mission and values of the District. The central theme of the system is to encourage frequent flow of information from a variety of relevant perspectives and provide clear communication of performance expectations. Ongoing feedback and exchange are a necessary part of this system.

The purpose of the appraisal is to set, track, evaluate and document performance based on the previous year's goals, relevant competencies, and to give direction to improve performance. This pilot evaluation system will be re-evaluated after two full years of usage.

### **The Goal Setting Process:**

The purpose of goal setting is to establish goals for the next academic year.

1. The Unit member will set two to five goals each year at the beginning of the assessment cycle. The goals must:
  - a. Support the District's mission and/or College vision and strategic initiatives
  - b. Be challenging and attainable
  - c. Have specific, explicit measures
  - d. Have objectives that can be achieved within the assessment cycle
  - e. Identify resources needed to achieve the goals.
  
2. The immediate supervisor will meet with the Unit member to mutually agree on the goals. New goals may be identified during the year.

### **The Appraisal Process:**

At the beginning of the assessment cycle, overall performance and progress on the prior year's goals as well as competencies will be reviewed by the supervisor. The appraisal will be evaluated based on the following (See Appendix B-1):

1. Exceptional - Consistently exceeds all objectives and demonstrates total mastery.
2. Achiever – Fully meets and frequently exceeds all expectations of the objective/competency.
3. Solid Performer - Fully meets expectations.
4. Contributor – Meets some but not all expectations of the objectives/competency.
5. Improvement Needed – Fails to meet objectives/competency.

1. A self-assessment will be completed during the assessment cycle.
2. The employee's immediate supervisor will complete a performance appraisal each year. This is usually done in late spring. The performance appraisal should be based on observations of the immediate supervisor, the relevant competencies and the unit member's progress in addressing the previous year's goals.
3. During the academic year, Unit members should be provided regular and ongoing feedback and coaching. Issues relative to performance will be addressed in a timely manner and include constructive direction to correct specific concerns that may arise which may include signed and substantiated materials of concern or recommendation.
4. The supervisor and Unit member will create a professional enhancement plan based on the development needs and areas of growth, both listed on the appraisal.
5. Periodic check-ins between supervisor and Unit member are expected to monitor progress toward achievement of goals. Goals may be modified during the year as appropriate, but must meet the criteria on the goal setting form. (See Appendix).

### **Probationary Evaluations for Supervisors and Managers**

All probationary supervisors and managers will be evaluated in writing by their immediate supervisor on the appropriate form set forth in Appendix B-1.

Newly hired supervisors and managers shall serve a twelve (12) month probationary period. Progress evaluations for probationary classified supervisors and managers shall be submitted by the end of the third (3rd), sixth (6th), and ninth (9th) month from the date of appointment to the position. Goals for the upcoming year will be identified during the third (3<sup>rd</sup>) month evaluation meeting.

All permanent employees should be evaluated at least once during the academic year.

### **Permanent Employees Appointed to a new position**

Progress evaluations (See Evaluation Form – Appendix B-1) for permanent employees appointed to a new position shall be submitted twice during the first (1<sup>st</sup>) year in the new classification.

### **General Provisions**

The evaluation procedure shall be as follows:

- a. The evaluation shall be signed by the immediate supervisor, and the person to whom the immediate supervisor reports, prior to the supervisor meeting with the employee.
- b. The immediate supervisor shall meet with the employee.
- c. Each element of the evaluation shall be discussed.

- d. 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 the intent to file a written rebuttal.
- e. The employee has the option to attach any comments to the evaluation, whether directly in response to the assessment or to summarize information from the past year of employment. These comments must be submitted in writing within (10) working days of the date the evaluation was given.

Off cycle evaluations and revisions to goals may be made on either a permanent or probationary employee at other than specified times upon the request of the unit member, appropriate department head or the administration.

The evaluation shall be reviewed and signed by the first level of management above the unit member. The unit member shall receive a copy of the evaluation and any attachments after this review.

If the unit member does not concur with the statements in and/or attached to the evaluation, they shall have the right to request, through a union representative, a review of the evaluation by the Chancellor or designee.



## **CHAPTER 15 – PERSONNEL RECORDS**

### **Personal Information**

It is the responsibility of all bargaining unit members to keep the district advised of personal information that affects benefits status:

- A. Change of address
- B. Change of name
- C. Change of marital status
- D. Birth or adoption of new family members

It is extremely important to keep this information up to date.

### **Inspection of Personnel File**

Materials in personnel files of bargaining unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Every bargaining unit member shall have the right to inspect such materials upon request during normal business hours. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable screening committee members, or (3) were obtained in connection with an application process for another position with the District.

Information outside normal personnel operations, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. A bargaining unit member shall have the right to enter, and have attached to any such statement the bargaining unit members own comments thereon. (Education Code Reference 87031)

## **CHAPTER 16 – BARGAINING UNIT MEMBERS TEACHING**

Bargaining unit members should be judicious in their acceptance of teaching assignments and should make certain that the acceptance of such an assignment does not interfere in any way with the performance of their regular duties. Bargaining unit members may not teach more than the equivalent of two courses per semester. Acceptance of such teaching assignments must be made in consultation with the bargaining unit member's Vice President or Vice Chancellor

## **CHAPTER 17 – SKILLS DEVELOPMENT/PROFESSIONAL GROWTH**

### **Reimbursement For Credit Classes**

Bargaining unit members will be permitted to take credit classes at any campus in the District with enrollment fees reimbursed. Registration will be based on normal District priorities.

Employees shall be reimbursed \$25 per unit for fees or book expenses for job related courses taken outside the Grossmont-Cuyamaca Community College District at an accredited institution of higher education. Reimbursement will be made upon successful completion ("C" grade or better or equivalent). This course work must be pre-approved for job relatedness by the appropriate Vice President.

### **Administrators Professional Enhancement Fund**

A \$500 per year allocation will be set aside for each administrator's use to purchase items and/or services that strengthen, support and enhance performance of managers' professional responsibilities. The maximum allocation limit that can be accumulated is \$1500. Equipment or other items that have a residual value that were purchased utilizing professional enhancement funds will be returned when the administrators separates from the district. The Administrator may purchase these items from the district at their fair market value as set by the Vice Chancellor of Business or his/her designee.

# **APPENDICES**

**GROSSMONT-CUYAMACA  
COMMUNITY COLLEGE DISTRICT**

**&**

**ADMINISTRATORS'  
ASSOCIATION**

**JANUARY 1, 2019 – DECEMBER 31, 2021**



## **Salary Schedules and Benefits**

The latest updates to the **Salary Schedules** and list of all supervisory and management positions can be found at:

[https://www.gcccd.edu/human-resources/documents/salary-schedules/2020/AA\\_Educational\\_Administrator\\_01.01.2020.pdf](https://www.gcccd.edu/human-resources/documents/salary-schedules/2020/AA_Educational_Administrator_01.01.2020.pdf)

<http://www.gcccd.edu/human-resources/documents/salary-schedules/CLASSIFIED.Management.Salary.Schedule.WITH.SET.EFF.1.1.2014.pdf>;

<http://www.gcccd.edu/human-resources/documents/salary-schedules/Admin.Supervisor.Salary.Table.WITH.SET.1.1.2014.pdf>;

The latest updates to all **Benefits** can be found at:  
<http://www.gcccd.edu/benefits/default.html>;

## **Retirement Stipend (Form and Formula)**

The Notice of Resignation/Retirement **form** can be found at:  
<http://www.gcccd.edu/formsdepot-district/default.html>;

An example of the Retirement Stipend Calculation sheet is attached. This example sheet is based on the Fiscal Year 2013-2014 and the numbers and percentages may change annually.

**Grossmont-Cuyamaca Community College District**  
**Retirement Stipend Calculation for:**  
**Retirement Date:**  
 FY 2013-14

Example Sheet based on 13-14 Yr  
 Numbers and Percentages will change  
**DOB**

**Current Employee Salary & Benefits**

	Year 1	Year 2	Year 3	Total
Current Base Salary				
Longevity				
<b>Total Salary</b>				
PERS (1)	11.442%			
FICA (1)	6.200%			
Medicare (1)	1.450%			
SUI (1)	1.100%			
Workers Comp (1)	1.601%			
LTD (1)	0.260%			
Health & Welfare (2)	\$15,223			
<b>Total Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Salary &amp; Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Replacement Employee Salary & Benefits**

	Year 1 Step A	Year 2 Step B	Year 3	Total
Base Salary				
Longevity				
<b>Total Salary</b>				
PERS (1)	11.442%			
FICA (1)	6.200%			
Medicare (1)	1.450%			
SUI (1)	1.100%			
Workers Comp (1)	1.601%			
LTD (1)	0.260%			
Health & Welfare (2)	\$15,223			
<b>Total Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Salary &amp; Benefits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Health & Welfare Cost for Retiree (2)	0	0	0	0
<b>Total Cost</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Retirement Stipend</b>				<b>0</b>

(1) Payroll taxes is based on CY Adoption Budget rates

(2) H&W rate is based on CY Adoption Budget rates for the 1st year, 2nd and 3rd year is based on average increase/decrease for the previous two fiscal years.

**GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT  
MANAGER AND SUPERVISOR  
PERFORMANCE APPRAISAL**

**PILOT PROGRAM 2014 – 2016**

Employee Name:		Job Title:
Department:		Probationary: 3 Mo <input type="checkbox"/> 6 Mo <input type="checkbox"/> 9 Mo <input type="checkbox"/> Annual: <input type="checkbox"/>
Date:		Review Period:                      to
Evaluator:		
Self Assessment <input type="checkbox"/>		Employer Assessment <input type="checkbox"/>
Definitions for Performance Level Degrees		
<p><b>Exceptional</b> - Consistently exceeds all objectives and demonstrates total mastery.</p> <p><b>Achiever</b> – Fully meets and frequently exceeds all expectations of the objective/competency.</p> <p><b>Solid Performer</b> - Fully meets expectations.</p> <p><b>Contributor</b> – Meets some but not all expectations of the objectives/competency.</p> <p><b>Improvement Needed</b> – Fails to meet objectives/competency.</p>		



**Performance Appraisals  
Instructions per Chapter 14**

The purpose of the appraisal is to set, track, evaluate and document performance based on the previous year's goals, relevant competencies, and to give direction to improve performance. This pilot evaluation system will be re-evaluated after two full years of usage.

**STEP 1:** For the first year you will need to identify your upcoming goals. Probationary employees can identify their goals during their three (3) month review.

**The Goal Setting Process:**

The purpose of goal setting is to establish goals for the next academic year.

1. The Unit member will set two to five goals each year at the beginning of the assessment cycle.

The goals must:

- a. Support the District's mission and/or College vision and strategic initiatives
- b. Be challenging and attainable
- c. Have specific, explicit measures
- d. Have objectives that can be achieved within the assessment cycle
- e. Identify resources needed to achieve the goals.

2. The immediate supervisor will meet with the Unit member to mutually agree on the goals. New goals may be identified during the year.

**STEP 2:** Meet with your supervisor to create and agree upon goals.

**STEP 3:** Track your goal progress and adjust as necessary during the course of the year.

**STEP 4:** Your supervisor will review the appraisal with their manager.

**STEP 5:** Meet with your supervisor. Review **each** section of the Performance Appraisal

**GOALS – PREVIOUS YEAR**

**GOAL #1**

**Objective:**

**Comments:**

Exceptional    Achiever    Solid Performer    Contributor    Improvement Needed

**GOAL #2**

**Objective:**

**Comments:**

Exceptional    Achiever    Solid Performer    Contributor    Improvement Needed

**GOAL #3**

**Objective:**

**Comments:**

Exceptional    Achiever    Solid Performer    Contributor    Improvement Needed

**GOAL #4**

**Objective:**

**Comments:**

Exceptional    Achiever    Solid Performer    Contributor    Improvement Needed

**GOAL #5**

Exceptional    Achiever    Solid Performer    Contributor    Improvement Needed

**Objective:**

**Comments:**

**COMPETENCIES**

**Leadership and Supervision:** Providing clear direction to team members, having the courage to take on difficult and complex assignments, having creativity, having inspiration to motivate others, and follow-through and delivery on commitments.

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Exceptional       Achiever       Solid Performer       Contributor       Improvement Needed

**Communication and Collaboration:** Measures the nature of person-to-person relationships with peers, students, community members, employers and employees that are required in this role. Communicates (both verbally and written) in clear and concise manner.

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Exceptional       Achiever       Solid Performer       Contributor       Improvement Needed

**Planning and Organization:** Develops achievable objectives and goals. Sets logical and effective courses of action making efficient use of all resources.

**Comments** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Exceptional       Achiever       Solid Performer       Contributor       Improvement Needed

**Decision Making:** Analyzes situations and data and makes appropriate decisions. Exercises foresight and demonstrates flexibility and resourcefulness.

**Comments** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Exceptional       Achiever       Solid Performer       Contributor       Improvement Needed

**Professional Knowledge and Expertise:** Demonstrates the knowledge and skills required in the role to be effective. Knowledge and skills can be attained through formal education or technical training, experience, on-the-job-training, or any other effective source.

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Exceptional       Achiever       Solid Performer       Contributor       Improvement Needed

**COMPETENCIES Continued...**

**Impact on Students/Student Learning Outcomes:** Identify the degree of role impact on students that facilitates effective educational processes. (If applicable) Describe your/the employee's involvement in the assessment of student learning outcomes and the use of those assessment results to improve student learning and success.

**Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Exceptional     
  Achiever     
  Solid Performer     
  Contributor     
  Improvement Needed

**GOALS FOR UPCOMING YEAR**

**GOAL #1**

**Objective:**

**Measurements/Milestones:** (Please include anticipated date of completion for each Measurement/Milestone)

**Resources Needed:**

**GOAL #2**

**Objective:**

**Measurements/Milestones:** (Please include anticipated date of completion for each Measurement/Milestone)

**Resources Needed:**

**GOAL #3**

**Objective:**

**Measurements/Milestone:** (Please include anticipated date of completion for each Measurement/Milestone)

**Resources Needed:**

<b>GOAL #4</b>
<b>Objective:</b>
<b>Measurements/Milestones:</b> (Please include anticipated date of completion for each Measurement/Milestone)
<b>Resources Needed:</b>
<b>GOAL #5</b>
<b>Objective:</b>
<b>Measurements/Milestones:</b> (Please include anticipated date of completion for each Measurement/Milestone)
<b>Resources Needed:</b>

<b>PROFESSIONAL/PERSONAL DEVELOPMENT PLAN</b>	
<b>Objective/Competency:</b>	<b>Developmental Activities:</b>
<b>Support Needed:</b>	
<b>Tracking Method:</b>	<b>Anticipated Date of Completion:</b>

<b>OVERALL ASSESSMENT</b>	
Employee Received a Total Number of <b>Exceptional</b> Ratings	#
Employee Received a Total Number of <b>Achiever</b> Ratings	#
Employee Received a Total Number of <b>Solid Performer</b> Ratings	#
Employee Received a Total Number of <b>Contributor</b> Ratings	#
Employee Received a Total Number of <b>Improvement Needed</b> Ratings	#

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

*\* My signature certifies this appraisal has been discussed with me. I understand my signature does not necessarily indicate agreement with the ratings. I have the option to attach any comments to this appraisal, whether directly in response to this assessment or to summarize information from the past year of employment. I will submit any comments in writing within ten (10) working days.*

\_\_\_\_\_  
 Evaluator's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Manager/Vice President/President Signature

\_\_\_\_\_  
 Date

*\* My signature certifies that I have reviewed this appraisal with the supervising manager (Evaluator named above).*