

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE SOUTHWESTERN COMMUNITY  
COLLEGE DISTRICT ADMINISTRATORS'  
ASSOCIATION (SCCDAA)  
AND THE  
SOUTHWESTERN COMMUNITY COLLEGE  
DISTRICT (COLLEGE DISTRICT)

JULY 1, 2019, TO JUNE 30, 2022

**RATIFIED BY THE GOVERNING BOARD February 11, 2021**

**(Updated to Include Tentative Agreements Approved  
May 9, 2022, and June 13, 2022)**



**Southwestern Community College District Administrators' Association (SCCDAA) Contract**

**July 1, 2019 – June 30, 2022**

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**(Updated to Include Tentative Agreements Approved May 9, 2022, and June 13, 2022)**

**ARTICLE 1: AGREEMENT CONDITIONS AND DURATION**

1.1 This Agreement shall be in effect from July 1, 2019 through June 30, 2022.

1.2 **Amendment/Revisions**

This Agreement shall only be updated, amended, and/or revised by mutual agreement with the Southwestern Community College District Administrators' Association (SCCDAA). Any final proposed revision shall be submitted for approval to the Southwestern Community College District Governing Board.

1.3 **Savings Provision**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties shall begin to negotiate a replacement provision or provisions for any invalidated terms of the Agreement within fifteen (15) working days of the new decision.

1.4 **No Strike/No Lockout**

During the term of this Agreement, the District will not lock out its employees, and the Association, its officers, representatives for agents, will neither cause nor encourage its members to engage in any strike.

1.5 **Re-Openers/Successor Negotiations**

Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the Association and District may re-open negotiations on compensation, health and welfare benefits and two (2) additional Articles selected by each party as follows:

1.5.1 **Re-Openers**

1.5.1.1 For contract year 2020-2021, the parties shall sunshine their proposals in March 2020.

1.5.1.2 For contract year 2021-2022, the parties shall sunshine their proposals in March 2021.

1.5.2 **Successor Negotiations**

For the successor agreement, the Association and District agree to submit its initial proposal no earlier than September 1, 2021 of the last year of this contract.

1.6 **Completion of Meet and Negotiate**

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only by the

voluntary consent of the parties in a written and signed amendment to this Agreement. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the agreements and understanding arrived at after the exercise of that right are set forth herein. Except for new contract negotiations, or when mutually agreed to by the parties, during the term of this Agreement neither party shall be required to negotiate with respect to any matter.

## **ARTICLE 2: RECOGNITION AND ORGANIZATIONAL SECURITY**

- 2.1 The District hereby recognizes that SCCDAA is the duly certified exclusive bargaining representative for all Administrators except as noted in holding those positions described in Article 2.4. The determination of Administrator employees shall be designated by the District, and SCCDAA shall be consulted on the designated positions. Any disputes concerning the District's designation of positions may be challenged by SCCDAA through the Public Employment Relations Board (PERB).
- 2.2 The District and the Association agree that the terms of this Agreement shall not apply to the following executive level administrators:
- Superintendent/President
  - Assistant Superintendent/Vice President positions
  - Special Assistant to the Superintendent/President
  - Chief Information Systems Officer
  - Chief, College Police and Safety
  - Director of Payroll Services
  - Director of Employee Relations and Title IX
  - Director of Human Resources
  - Assistant Director of Human Resources

This Agreement shall also not apply to the following positions while they serve on the Superintendent/President's Executive Leadership Team (ELT):

- Executive Officer of Equity and Engagement
- Dean of Institutional Research and Planning
- Executive Leadership Position (title to be determined)

### **ARTICLE 3: ASSOCIATION RIGHTS**

- 3.1 The Association shall have the right to access at reasonable times areas in which employees work, the right to use designated office space, 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.
- 3.2 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.
- 3.3 The Association shall be granted representation on shared governance councils.
- 3.4 The Superintendent/President 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.
- 3.5 The Association shall be furnished, by the District, upon request, all available relevant information concerning items affecting the Unit.
- 3.6 This Association shall post this Agreement on the District's website, accessible to all Unit members.
- 3.7 The Association shall be supplied five (5) copies of the District's tentative and adopted budgets. Five (5) copies of the CCFS-311 of the adopted budget will also be provided by the Association.
  - 3.7.1 At the request of the Association, and within twenty-four (24) hours of the request, the District shall provide the Association with copies of any existing report that is available to the public.
  - 3.7.2 At the request of the Association, and within ten (10) days of the request, the District shall provide the Association with any documents/reports that require research, compilation, and/or retrieval, provided the documents are disclosable public records.

- 3.8 Association members who are duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on campus property and as necessary to the performance of Association responsibilities to its members.
- 3.9 The District shall deduct the dues established by the Association from the monthly salary of each Unit Member. Aggregate deductions will be remitted monthly to the Association.
- 3.9.1 Association Membership – Association membership will be granted to those Unit Members that sign the application form for membership. Association membership will remain in effect until Unit membership is relinquished by submitting a written revocation to the District and the Association or the Association Member terminates employment with the District. Pursuant to Government Code, Section 3540.1(i)(1), Unit Members who are members of the Association upon the effective date of this Agreement, or who thereafter join the Association, shall maintain their membership in the Association for the term of this Agreement. Nothing herein shall deprive the Unit Member of their right to terminate Association membership within a period of thirty (30) calendar days immediately following the expiration date of the Agreement.
- 3.10 The District shall provide all Association Members with a copy of the Contract after ratification. The Association shall be given an additional fifteen (15) copies to be used at their discretion.

#### **ARTICLE 4: DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the business of the District to the full extent of the law, unless limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 4.2 In cases of emergency, however, the District may take reasonable action which might otherwise amend this Agreement for the duration of the emergency. Before taking such action, the District must make every reasonable effort to consult with the Association concerning what appropriate action should be taken.
- 4.3 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel or property such as fire, flood, and other acts of nature.

## ARTICLE 5: WORKLOAD AND ASSIGNMENTS

### 5.1 **Normal Workweek and Workday**

Administrators are assigned a normal workweek of forty (40) hours, and a normal workday of eight (8) hours. The workdays and hours of each administrator will be established annually, and may be modified upon approval of the immediate supervisor.

### 5.2 **Four-Day Workweek**

During the period between the close of the Spring Semester and the commencement of the following Fall Semester, the District may establish a four-day, ten-hour workweek. The dates shall be established by the District.

5.2.1 The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday.

5.2.2 Administrators shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Contract while the District is operating on a four-day, ten-hour workweek.

### 5.3 **Overtime**

Pursuant to the provision of Section 88029 of the Education Code, the Governing Board has designated the positions on the Academic and Classified Administrator Salary Schedule as exempt and excluded from the laws and regulations pertaining to overtime.

### 5.4 **Employment of Academic Administrators**

5.4.1 Academic Administrators are selected in accordance with District Policy and Procedure No. 7120 - Recruitment and Hiring. All Academic Administrators shall be employed by contract (Education Code, Section 72411).

5.4.2 The District upon the recommendation of the Superintendent/President, reserves the right to employ new or promoting administrators pursuant to contracts of no less than one (1) year and up to two (2) years duration with the intent to align the potential second contract with a July 1 start date.

5.4.3 After an administrator's initial contract, a second contract of up to two (2) years may be granted. Following the second contract, the academic administrator shall be granted a two-year contract. The Superintendent/President may submit academic administrator contracts to the Governing Board on an annual basis.

5.4.4 If the Contract is terminated without cause before the end of the term, the administrator will receive payment for the remainder of the contract or eighteen (18) months, whichever is less, pursuant to applicable Government Code.

**5.5 Tenure (Academic Administrators)**

Employees serving in administrative positions do not acquire tenure as administrators. A tenured faculty member, when advanced to an administrative position, retains his/her classification as a tenured faculty member. A person employed in an administrative position who does not hold tenure as a faculty member in the District at the time of the administrative appointment shall not acquire tenure or credit toward tenure during the term of the administrative contract. (Education Code, Sections 87001(c), 87605 through 87609).

**5.6 Faculty Service Area (FSA)**

At the time of employment, the District, in consultation with the Academic Senate, shall assign each newly appointed administrator into the Faculty Service Area(s) in which he/she meets the state and local minimum qualifications. In the event of reassignment to a faculty position, the administrator shall be assigned only to those FSAs for which the administrator meets minimum qualifications in an active discipline and was approved at the time of initial appointment or which have been added to the administrator's qualifications subsequent to his/her initial employment.

**5.7 Teaching Assignments**

Administrators requesting a part-time teaching assignment will do so through the cognizant Assistant Superintendent/Vice President. Performance and compensation of such assignments are beyond/outside the scope of the administrator's contract.

**5.8 Acting Administrator Assignment**

This is defined as an individual who is assigned to fill a temporary vacancy for more than thirty (30) consecutive calendar days (incumbent is on an approved leave or temporarily serving in another position and will return to the position or a business need necessitates immediate oversight). The initial assignment can be for the anticipated timeline of the leave, not-to-exceed one year. The assignment can be renewed for one (1) additional year with Superintendent/President approval in consultation with SCCDAA. The administrator will not retain the duties of his/her current position for the duration of the acting assignment.

5.8.1 An existing employee shall be placed on the salary schedule for that position (at the step which is at least ten percent (10%) greater than the employee's monthly salary), including any earned educational incentive pay, excluding Section 5.11. The employee receiving the assignment shall be notified in writing of the appointment including the salary rate, step placement and a description of the duties. At the end of the assignment, the employee will revert back to their former position.

5.8.2 An external hire will receive an administrative assignment with compensation based on the salary schedule for that position. Individuals shall be placed on the

appropriate step as determined by the Human Resources Office based on their related professional experience in the same or similar level position.

#### **5.9 Interim Administrator Assignment**

This is defined as an individual filling a vacant position through an open recruitment process who is assigned to fill a vacant position. The assignment timeline can be until the position is filled, not to exceed one (1) year. The assignment can be renewed for one (1) additional year with Superintendent/President approval, in consultation with SCCDAA. At the end of a two-year interim assignment, the position will be filled, frozen until filled or eliminated. The administrator will not retain the duties of his/her current position for the duration of the interim assignment.

5.9.1 An existing employee shall be placed on the salary schedule for that position (at the step which is at least ten percent (10%) greater than the employee's monthly salary), including any earned educational incentive pay, excluding Section 5.11. The employee receiving the assignment shall be notified in writing of the appointment including the salary rate, step placement and a description of the duties. At the end of the assignment the employee will revert back to their former position.

5.9.2 An external hire will receive an administrative assignment with compensation based on the salary schedule for that position. Individuals shall be placed on the appropriate step as determined by the Human Resources Office based on their related professional experience in the same or similar level position.

#### **5.10 Additional Duties and Assignment**

This is defined as a District employee who is assigned additional duties not reasonably related to their job description or the assignment of additional related/unrelated projects, programs, disciplines or departments of significant magnitude. Additional duties shall be compensated for the entire duration of the assignment, not to exceed twelve (12) months or completion of the classification and compensation review, at a salary increase of ten percent (10%) above their current salary. Should the need to fill these additional duties exceed one (1) year, the incumbent's position will be subject to a classification and compensation review to be completed within sixty (60) calendar days. Salary placement shall result in no less than one (1) step increase in the Administrators' Association salary schedule.

#### **5.11 Lateral Reassignment**

The Assistant Superintendent/Vice President, Human Resources in consultation with SCCDAA, may transfer an administrator from his/her current position to another equivalent administrative position so long as the administrator receives equal or greater compensation when reassigned.

**5.12 Notification of Interim, Acting, Additional Duties and Lateral Assignments**

The District will notify SCCDAA, within a 72-hour period, whenever an interim, acting or additional duties assignment is made. If an employee is assuming an administrative position, coming from a different bargaining unit, the District will notify the employee that he/she is now a SCCDAA unit member.

5.12.1 Employees will be represented by the new Union in which the employee is temporarily assigned. Dues will be deducted where applicable in the currently assigned Union. Employees working in acting/interim roles will retain vacation, seniority, bumping and retreat rights from their main (previous) union/unit, but will accrue vacation, sick leave and paid holidays based on their new/temporarily assigned bargaining unit.

**5.13 Reorganization/Realignment/Restructure**

The District has the right to reorganize/realign/restructure District operations as a managerial prerogative that falls outside the scope of representation. SCCDAA has the right to bargain over the negotiable effects of a reorganization/realignment/restructure. The District shall notify SCCDAA of any contemplated reorganization/realignment/restructure and provide SCCDAA a reasonable amount of time to bargain any negotiable impacts prior to the implementation of said reorganization/realignment/restructure.

**5.14 Currency of Job Descriptions and Salary Placement**

Job descriptions shall be reviewed by the District, in consultation with SCCDAA, for currency, accuracy and/or salary placement at least once every five (5) years. The District will negotiate any impacts with SCCDAA.

**5.15 Reduced Service**

Academic and Classified Administrators may apply for reduced workload and may maintain full retirement credit pursuant to California Education Code Section 87483 and Section 88038, respectively, as well as any other condition established by the Governing Board. An administrator accepting a reduced workload assumes full responsibility for any impacts to their retirement that may result from this action. An administrator's application for reduced workload will be considered by the Board under the following conditions:

5.15.1 The academic or classified administrator shall have reached the age of 55 prior to reduction in workload.

5.15.2 The academic or classified administrator shall have been employed full time in an academic or classified administrator position, respectively, for at least ten (10) years of which the immediately preceding five (5) years were full-time employment credited service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service for purposes of the ten (10) year requirement.

- 5.15.3 During the period immediately preceding a request for a reduction in workload, the academic or classified administrator shall have been employed full time in an academic or classified administrator position, respectively, for a total of at least five (5) years without a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 5.15.4 The option of part-time employment shall be exercised at the request of the academic or classified administrator and can be revoked only with the mutual consent of the employer and the academic or classified administrator.
- 5.15.5 The academic or classified administrator shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment. The academic or classified administrator shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 5.15.6 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the academic or classified administrator contract of employment during his/her final year of service in a full-time position.
- 5.15.7 The period of this part-time employment for classified administrators participating in CalPERS shall not exceed five (5) years or ten (10) years for academic administrators participating in CalSTRS.
- 5.15.8 The period of part-time employment shall not extend beyond the end of the college year during which the employee reaches his/her 70th birthday. This subdivision shall not apply to any employee subject to Section 22713 of this code.
- 5.16 The District's certification of the administrator's eligibility must be submitted to and received by the headquarters office of CalSTRS or CalPERS, respectively, prior to the start of the first instructional day of the first academic year in which a reduced workload occurs.
- 5.17 During an approved reduced workload period, the District and administrator shall make contributions to the respective retirement fund in the amounts they would have made if the administrator had performed creditable service on a full-time basis.

**ARTICLE 6: LAYOFFS/SUSPENSIONS/TERMINATIONS/RETREAT RIGHTS**  
**(Academic Administrators)**

**6.1 Notice of Non-Renewal/Non-Reemployment**

If the Governing Board of the District determines that an administrator is not to be reemployed by appointment or contract in his/her administrative position upon the expiration of his/her appointment or contract, the administrator shall be given written notice of this determination by the Governing Board in accordance with Education Code Section 72411.

6.1.1 At the discretion of the Governing Board, an administrator who receives a notice of non-reemployment may be reassigned to a different administrative position for the next succeeding academic year (Education Code Section 72411).

**6.2 Mutual Consent**

An administrative contract may be terminated at any time by mutual consent of the Governing Board and the administrator.

**6.3 Resignation**

An administrator may resign from District employment at any time by giving written notice. The employment contract shall terminate on the date the resignation is effective.

**6.4 Suspension or Termination for Cause-Administrators Without Faculty Tenure**

The administrator's status as a District employee and all of the administrator's rights under his/her employment contract, including but not limited to, salary and all benefits, may be terminated, or the administrator may be suspended without pay, for cause, by the Governing Board at any time for, but not limited to: breach of contract, unsatisfactory evaluation, any ground enumerated in Education Code Section 87732 and 87735; or the administrator's failure to perform his/her responsibilities as set forth in the employment contract, as defined by law, or as specified in the administrator's job description. The Governing Board shall not terminate the employment contract pursuant to this paragraph nor suspend the administrator until a written statement of the ground for termination/suspension have first been served upon the administrator. The administrator shall then be entitled to respond to the notice in writing or at a pre-disciplinary (Skelly) conference within ten (10) days of the delivery of the notice. After review of a timely response, the District will inform the administrator whether proposed action will be presented for approval at a meeting before the Governing Board, at which time the administrator shall be given a reasonable opportunity to address the Governing Board's concerns.

**6.5 Early Termination-Administrators Without Faculty Tenure**

The Governing Board unilaterally and without cause may terminate an administrator's employment contract at any time upon written notice to the administrator in accordance with Education Code Section 72411. In consideration of the Governing Board's right to terminate the contract without cause, the District shall pay the administrator his/her then current salary until the expiration of the contract, or for a period of eighteen (18) calendar months after the effective date of the termination, whichever is less.

**6.6 Retreat Rights/Assignment to Faculty Service**

6.6.1 Administrators with Tenure as Faculty Members – Administrators with faculty tenure receiving notice of non-reemployment, who are not assigned to another administrative position, shall have the right to return to faculty service in accordance with Education Code, Section 87454.

6.6.2 Administrators without Tenure as Faculty members – Refer to District Policy No. 7257 and Education Code, Section 87457.

**6.7 Request for Reasons of Assignment**

If the administrator is assigned to a faculty position, the Governing Board of the District shall give the employee, when requested by him or her, a written statement of the reasons for the transfer (Education Code, Section 87457).

6.7.1 If the administrator is assigned to a different administrative position, the District shall give the employee, when requested by him or her, a written statement of the reasons for the transfer.

**ARTICLE 7: LAYOFFS/SUSPENSIONS/TERMINATIONS/RE-EMPLOYMENT RIGHTS**  
**(Classified Administrators)**

**7.1 Mutual Consent**

A Classified Administrator's employment may be terminated at any time by mutual consent of the Governing Board and the administrator.

**7.2 Resignation**

A Classified Administrator may resign from District employment at any time by giving written notice.

**7.3 Layoffs and Re-Employment Procedures**

The layoff and re-employment of Classified Administrators shall be pursuant to Education Code, Sections 88014, 88017, 88117 and 88127.

**7.4 Reason for Layoff**

Pursuant to Education Code, Section 88127, Classified Administrators shall be subject to layoff for lack of work or lack of funds. Education Code, Section 88017 provides that lay off may result when a specially funded program expires.

**7.5 Notice of Layoff**

7.5.1 The District will notify SCCDAA in writing of any reductions, layoffs, or elimination of services fifteen (15) working days prior to notification of employee(s).

7.5.2 Classified Administrators affected by layoff shall be given written notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. Said notice shall include the reason for the layoff and inform the affected employee(s) of their displacement rights, if any, and re-employment rights.

7.5.3 The District, SCCDAA and the affected administrator shall meet no later than five (5) working days after the incumbent has been notified of layoff to discuss options including bumping rights, re-employment rights, and demotion in lieu of layoff in accordance with applicable Education Code, Sections 88014, 88017 and 88127.

7.5.4 Failure to give the administrator notice under the provisions of this Section shall invalidate the layoff.

**7.6 Suspension or Termination**

A suspension or termination of a Classified Administrator may occur for one of the following reasons:

7.6.1 **Mutual Consent** – A Classified Administrator's employment may be terminated at any time by mutual consent of the Governing Board and the employee.

7.6.2 **Resignation** – A Classified Administrator may resign from District employment at any time.

7.6.3 **Suspension or Termination for Cause** – Classified Administrators may be disciplined for cause pursuant to District Policy No. 7365 and Education Code, Section 88013.

7.7 **Retreat/Bumping Rights**

Classified Administrators accrue seniority per Section 88127 of the California Education Code. A Classified Administrator, who has held a classified bargaining unit position, shall have the right to bump into the position previously held in which he or she has greater seniority than a classified employee serving in the classification. If two (2) or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off shall be made on the basis of the greater total seniority. If that is equal, then the determination shall be made by lot.

7.8 **Re-Employment Rights**

7.8.1 A Classified Administrator who has been laid off because of lack of work or lack of funds is eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants (Education Code, Section 88117).

7.8.2 Any permanent classified employee of a community college district, who voluntarily resigns from his/her permanent classified position, may be reinstated or re-employed by the Governing Board of the District, in accordance with Education Code, Section 88128.

7.8.3 Classified Administrators who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment of up to twenty-four (24) months.

7.9 **Notification of Opening**

A Classified Administrator who has been laid off shall be notified in writing by the Director of Human Resources of any opening for which he/she is eligible. Such notice shall be sent by certified mail to the last address given to the district by the Administrator. The Administrator shall notify the District of Intent to accept or refuse re-employment within ten (10) working days of the mailing of the re-employment notice.

**7.10 Improper Layoff**

7.10.1 A Classified Administrator who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits incurred by the administrator as a result of the improper layoff.

7.10.2 Initiation of the processing of the warrant for back pay shall be accomplished within (5) working days by the District after said discovery.

**7.11 Other Provisions**

No employees shall be employed in vacant positions from which a unit member is currently laid off until exhaustion of the re-employment list for that position. It is provided, however, substitute employees may serve in a vacant position pending response from the re-employment list.

## **ARTICLE 8: COMPENSATION**

### **8.1 Salary Schedules**

All bargaining unit members employed by the District shall be paid according to the approved salary schedules. 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 latest updates to the Salary Schedules and list of administrator positions can be found at the Faculty and Staff/Human Resources/Salary Schedules webpage.

### **8.2 Anniversary Date**

A unit member's anniversary date is defined as the administrator's date of hire.

#### **8.2.1 Milestone Anniversary Stipend**

Effective July 2021, a milestone anniversary stipend of one thousand dollars (\$1,000) shall be paid to unit members who have completed ten (10) years of paid service as administrators. An additional anniversary stipend of one thousand, two hundred fifty dollars (\$1,250) shall be paid to unit members who have completed fifteen (15) years of paid service as administrators. An additional anniversary stipend of one thousand, five hundred dollars (\$1,500) shall be paid to unit members who have completed twenty (20) years of paid service as administrators. An additional anniversary stipend of one thousand, seven hundred fifty dollars (\$1,750) shall be paid to unit members who have completed twenty-five (25) years of paid service as administrators. An additional anniversary stipend of two thousand dollars (\$2,000) shall be paid to unit members who have completed thirty (30) years of paid service as administrators. Any unit member reaching a milestone anniversary of more than 30 years of service in an administrator role will receive a two-thousand-dollar (\$2,000) stipend at the completion of each milestone anniversary year (i.e., 35, 40, 45, etc.).

### **8.3 New Administrators – Initial Placement**

Initial placement of an administrator on the salary schedule will take into consideration education and previous administrative experience.

### **8.4 Incremental Salary Increases**

The annual incremental salary increase consists of an additional step on the salary schedule, effective each fiscal year (July 1 – June 30) until the employee reaches the maximum step. In order to be eligible for the incremental step increase, the employee must be employed fifty percent (50%) or more of the work year assigned. Granting of any incremental increases in salary is contingent upon the employee receiving a satisfactory evaluation.

**8.5 New Positions or Classes of Positions**

All newly-created positions or classes of positions shall be designated by the District. Both parties will negotiate whether the designated positions fall within the Administrators Association or not. The District will negotiate with SCCDAA the salary placement of the positions that fall under the purview of SCCDAA.

**8.6 Salary Placement Upon Reclassification**

The District will negotiate with SCCDAA salary placement for reclassified positions resulting from a reorganization/realignment/restructure or from a review/update of job descriptions.

**8.6.1 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 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 a minimum of a five (5) percent increase.

**8.6.2 Present Salary Exceeds Maximum of Reallocated Range**

A bargaining unit member whose salary (Range/Step) exceeds the range to which their classification is reallocated shall not have their salary reduced. Their salary shall remain fixed and shall not be eligible for any additional compensation (excluding longevity) until the current position is increased to a level that exceeds the range and step of the previous salary placement.

**8.7 Longevity Increments**

Once an administrator, classified or academic, has served the District for ten (10) years, the administrator will qualify for a 3.5% longevity increment on the salary schedule. Thereafter, two (2) more longevity increments can be earned every three (3) years for a maximum of three (3) longevity increments. The salary increment will be awarded on the first of the month following completion of the eligibility requirement.

**8.8 Salary Deductions**

**8.8.1 Classified Administrators** – 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.

8.8.2 **Academic Administrators** – In the case where academic certificated 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.

8.9 **Acting, Interim, and Additional Duties/Assignments**

Refer to Article V, Sections 5.8, 5.9 and 5.10 for compensation of Acting, Interim and Additional Duties/Assignments.

8.10 **Salary Differentials**

Classified Administrators whose normal assignment requires them to work until 7:00 PM or later for at least 75% of their work year will be entitled to one additional range on the salary schedule for the entire year.

## ARTICLE 9: VACATIONS AND HOLIDAYS

### 9.1 **Vacations**

Administrators accrue twenty-six (26) vacation days per year. Administrators will be required to use no more than a total of eight (8) accrued vacation days during the Winter and Spring Breaks. Any additional District breaks will be negotiated with SCCDAA.

9.1.1 All vacation days for the upcoming year will be credited on July 1 of each fiscal year. Vacation is cumulative from year to year.

9.1.2 Vacation applications are submitted for approval to the administrator's immediate supervisor.

9.1.3 An employee terminating employment for any reason will be paid for the number of days of accumulated vacation as of the last day of service. Any days credited, but not yet earned, will be deducted from the employee's vacation balance as of the last day of employment.

9.1.4 Employees may interrupt or terminate vacation leave in order to begin bereavement leave or sick leave without a return to duty. Interruptions or terminations of vacation due to the need to take sick leave shall be accompanied by a written statement by a licensed health care provider for any interruptions or terminations beyond one (1) day. For consideration of other extenuating circumstances, a request must be submitted in writing to the Director of Human Resources. In order to avail themselves of this provision, employees must provide relevant supporting information as to the basis for such interruption or termination.

### 9.2 **Vacation Carry-Over**

Administrator vacation records will be assessed annually as of June 30. Administrators having more than fifty (50) days of accumulated vacation as of June 30, will be requested by the Director of Human Resources to review their vacation plans with their administrative supervisor to discuss a plan for reducing the balance to fifty (50) days or less of accumulated vacation by June 30 of the following year.

9.2.1 Effective with the 2017-18 fiscal year, an administrator with an excess of 50 days (400 hours) of carry-over vacation leave will be paid out for those hours which exceed the 50-day carry-over as provided in Section 9.2. The payout will be made on the July paycheck immediately following the end of that fiscal year.

9.2.2 Any administrator transferring from an administrative position into a position that does not accrue vacation time will, insofar as feasible, take all of his/her accumulated vacation prior to the time of transfer. The administrator shall be compensated at his/her daily rate for all vacation remaining at the time of transfer.

### 9.3 **Holidays**

Administrators are in paid status for the following holidays which fall within their work year in accordance with the College Calendar:

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King, Jr. Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Thursday and Friday of Spring Break Week

Cesar Chavez Day

A floating holiday in lieu of Admissions Day

Other days approved by the Governing Board and designated in the College Calendar

## ARTICLE 10: LEAVES

### 10.1 **Bereavement Leave**

Administrators shall be granted five (5) days of leave with pay, in the event of the death of a member of his/her immediate family.

10.1.1 For purposes of this provision, the immediate family is defined as spouse, parent(s), step parents(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great grandchildren, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, a close friend, registered domestic partner, a person for whom the employee has been designated as a legal guardian, or any relative living in the immediate household of the employee.

### 10.2 **Sick Leave**

Administrators are granted one (1) day of leave with full pay for each month of service for the purposes of personal illness or injury which precludes the employee from performing his/her assigned duties.

10.2.1 An administrator who claims sick leave for five (5) or more consecutive days may be required to present a written, signed statement from a medical doctor verifying the nature of the illness or injury, inclusive dates when the employee is unable to work because of medical condition, and the date the employee can return to work. A similar statement may be required by the District in any cases where an absence claimed to be due to illness or injury must be verified.

10.2.1 Employees returning to work after serious illness may be required to provide medical evidence of recovery sufficient to assume regular duties. Medical examination(s) may be required by the District to be performed by a physician(s) to be designated by the District, and at District expense.

10.2.2 Administrators are entitled to one hundred (100) workdays of supplemental sick leave after the exhaustion of his/her fulltime accumulated sick leave.

10.2.3 Benefits provided during the one hundred (100) workdays will be at fifty percent (50%) of regular salary. The employee's daily salary will be reduced by an amount equal to the cost of a substitute employed to fill the position during the leave or 50% of the employee's daily rate, whichever amount is larger.

10.2.4 Even if an Administrator supplements sick leave with other accrued leave balances, the Administrator is only eligible for one hundred (100) workdays of supplemental sick leave per fiscal year.

10.2.5 The one hundred (100) workdays are credited on a fiscal year basis and are not cumulative from year to year.

10.2.6 An employee who has used all accumulated sick leave, including the Extended period on reduced benefits, may be granted a ninety (90) day health leave, without pay, by the Governing Board upon recommendation of the Superintendent/President. District support of the Health and Welfare Benefit options will be continued during this period.

10.2.7 Accumulated sick leave may be transferable from one public school district to another within the State of California provided the employee has been employed by the first school district for one (1) year or more and accepts a position with the second school district within one (1) year of termination of employment (Section 88202 of the Education Code).

### 10.3 **Reporting Absences**

When an Administrator is going to be absent from duty, it shall be his/her responsibility to notify his/her supervisor as soon as possible. When reporting an absence, an indication should be given as to when return to work is anticipated. No charge shall be made for absences of less than one half (1/2) day.

### 10.4 **Substitutes**

Substitutes when authorized, will be obtained by the Director of Human Resources. Except in certain cases where prior arrangements have been made, substitutes will not be provided on the first day of an employee's absence nor for absences of only one (1) day.

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

Administrators will be entitled to industrial accident leave according to the provisions in Education Code Sections 87787 and 88192 for personal injury which has qualified for Workers' Compensation.

10.5.1 An administrator suffering an injury or illness arising directly out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the Administrator shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

10.5.2 Payment for wages lost on any day shall not, when added to an award granted the Administrator under the Worker's Compensation laws of this state, exceed the normal wage for the day.

10.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other

paid leave may then be used. If, however, an Administrator is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

10.5.4 Any time an Administrator on industrial accident or illness leave is able to return to work he/she shall be reinstated in his/her position.

10.5.5 The District has the right to have the Administrator examined by a physician designated by the District to assist in determining the length of time during which the Administrator will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. All medical examinations required by the District shall be at no cost to the Administrator.

10.5.6 All Administrators shall be provided a Notice of Election to be treated by personal physician form. New Administrators shall receive this form upon employment.

#### 10.6 **Jury Duty**

Administrators may be absent from duty without loss of contract salary as a result of having been called for and appearing for jury duty, excluding a voluntary grand jury. Administrators serving on jury duty who receive pay from the District during absence from assigned duties shall waive collection of jury duty fees, except mileage reimbursement. Administrators are required to perform their assigned service to the District during any day or fraction thereof that they are released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. Administrators serving on jury duty are to notify their supervisor prior to the commencement of service, and will provide the Human Resources Office with an official verification of the dates and time of service. Administrators will be granted leave without loss of compensation when subpoenaed to appear as a witness.

#### 10.7 **Military Leave**

The District shall comply with all terms and provisions of the Uniform Service Employee Rights and Responsibilities Act (USERRA).

#### 10.8 **Elected Public Official Leave**

Administrators elected to public office shall be granted up to five days leave annually for business related to the office held. Leave taken under this section shall be deducted from the Administrator's accumulated sick days.

## 10.9 Personal Leave

10.9.1 Short-term leave, twenty-five (25) calendar days or less, may be granted to an Administrator upon the approval of the Superintendent/President or designee, and will be evaluated on an individual basis. A request for a short-term personal leave must be in writing and carry the recommendation of the immediate supervisor and the cognizant Assistant Superintendent/Vice President. The administrator may be compensated for short-term leave to the degree recommended by the Superintendent/President and approved by the Governing Board. The District will continue all health and welfare benefits.

10.9.2 Long-term (unpaid) personal leave, in excess of twenty-five (25) calendar days, may be granted upon the approval of the Governing Board. Requests for long-term leave shall be submitted in writing to the Superintendent/President. Normally, this leave will commence with the beginning of a semester, and may not exceed two (2) semesters in length. The Governing Board may extend the leave upon receipt of a written request from the administrator on leave. The Governing Board shall establish the date of the employee's return to duty which may extend the leave time to the beginning of a new semester or a new fiscal year. Long-term personal leave is granted without pay or any other benefits.

## 10.10 Pregnancy Leave

Pursuant to the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Fair Employment and Housing Act (FEHA), short or long-term personal leave shall be granted to any administrator who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such personal leave shall not deprive any employee from using sick leave for absences due to pregnancy. When personal leave is granted for pregnancy reasons, the District will continue to provide financial support for the District-supported health and welfare benefits plan for a period of ninety (90) calendar days.

## 10.11 Family Leave

Pursuant to the Family and Medical Leave Act (FMLA), employees are entitled to twelve (12) weeks of unpaid leave per fiscal year. Employees granted Family Leave may elect to use sick leave, vacation leave, or personal necessity leave or take unpaid leave, consistent with the Family and Medical Leave Act and federal and state law. All provisions of FMLA will be followed.

## 10.12 Personal Necessity Leave

Seven (7) days of absence earned for sick leave may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed fifty-six (56) hours in any fiscal year. For purposes of this provision, personal necessity shall be limited to:

- Death or serious illness of a member of the employee's immediate family.
- An accident which is unforeseen involving the employee's person or property, or the person or property of the employee's immediate family.
- Personal matter that cannot be taken care of outside of the employee's working hours.
- Other personal necessities which are allowed at the discretion of the Superintendent/ President or designee, provided the request is: made in advance, not for personal convenience or for the extension of a holiday or a vacation period, or for seeking employment, or for matters which can be taken care of outside the work hours, or for recreational activities.

10.12.1 For purposes of this provision, the immediate family is defined as spouse, parent(s), step parents(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great-grandchildren, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, a close friend, registered domestic partner, a person for whom the employee has been designated as a legal guardian, or any relative living in the immediate household of the employee.

10.12.2 Before the utilization of personal necessity leave, the employee must make every effort to obtain prior approval from the administrator designated to approve personal necessity leaves. Under all circumstances, the employee shall verify in writing that the personal necessity leave was used only for the purposes outlined above.

### 10.13 **Reduction in Service Leave**

An administrator may request to be granted a reduction in service leave. The administrator may request a maximum contract employment reduction of fifty percent (50%) of the total contact days of assignment in effect during the college year in which the leave is taken. The reduction in service leave request may be filed at any time. The administrator will file the request with his/her immediate supervisor. The granting of a reduction in service leave, including its start and end date, is permissive and requires the recommendation of the Superintendent/President and the approval of the Governing Board. A reduction of service is an unpaid leave. The administrator's salary compensation and benefits will be reduced in proportion to the approved reduction in service.

### 10.14 **Sabbatical and Professional Development Leaves**

10.14.1 **Purpose** – The purpose of the Sabbatical and Professional Development Leave is to provide unit members the opportunity for study, research, and/or related activities that will enhance administrative skills resulting in more effective leadership and service to the District.

In all cases deemed suitable by the Superintendent/President, and at the sole discretion of the Superintendent/President or designee, back-filling of the position during the leave will be used as an opportunity for professional development of another employee within that department, or a related department. In accordance with Article V, Workload & Assignments.

10.14.2      **Eligibility** – To be eligible to apply for a Sabbatical or Professional Development Leave, a unit member must have completed six (6) or more years of full-time service in an administrator role with the District and be in good standing. Full-time is defined as having served more than seventy-five percent (75%) of the number of hours considered as a full-time assignment for administrators having similar duties. A Sabbatical or Professional Development Leave does not constitute a break in service. A unit member may be granted another Leave after completion of an additional six (6) years of administrative service.

10.14.3      **Conditions for Granting Sabbatical or Professional Development Leave** – The leave will be granted in accordance with the intent of Education Code Section 87770. All unit members will be required to sign the Southwestern College District Sabbatical or Professional Development Leave of Absence Agreement enumerating the conditions for the leave. As a condition of being granted administrative Sabbatical Leave or Professional Development, the unit member must agree to render service to the District for at least twice the length of the leave following his or her return from the leave. If the unit member fails to perform the required service, he or she will be liable to the District for all amounts paid as compensation during the Sabbatical Leave.

10.14.4      **Compensation and Length of Leave for Academic Administrator Sabbatical Leave** – Salary payment will be on a monthly basis, unless otherwise approved by the Governing Board. The payment will be as follows: One (1) year leave--salary and benefits will be fifty percent (50%) of the annual salary and benefits of the unit member; one-half (1/2) year leave-- unit member shall receive one hundred percent (100%) of his/her annual salary and benefits. A one-half (1/2) year leave is defined as one-half (1/2) of the required annual months on duty of the unit member being granted the leave, i.e., the unit member assigned annually for eleven (11) months would be granted a leave for five and one-half (5-1/2) months.

While on Sabbatical Leave, unit members accrue illness leave credit, and vacation leave credit. Sabbatical leave shall count toward retirement, and retirement contributions shall be collected in the usual manner.

10.14.5

**Compensation and Length of Leave for Classified Administrator Professional Development Leave** – After six (6) years of full-time continuous administrative service, a leave shall be granted for ninety (90) calendar days. Up to two (2) classified administrators may be on professional development leave at any one time. The number and timing allowed will be at the discretion of the Superintendent/President.

The program to be followed must be approved by and at the discretion of the Superintendent/President. Approved purposes for leave are study, travel, or research, which will demonstrably contribute to professional growth.

Leave shall be at a time convenient to the College as determined by the Superintendent/President.

Professional development leave compensation will be at 100% of that which would be received had this unit member remained in the unit member's regular assignment and with all District benefits.

Understanding the potential impact of the leave on STRS, PERS or other retirement accounts will be the responsibility of the unit member. The unit member agrees to consult with Payroll prior to taking such leave to determine the likely impact.

Under special circumstances and with the approval of the Superintendent/President leaves may be combined with not more than four (4) weeks of regular vacation.

The time spent on leave shall count as service in completing eligibility for the next leave.

If the unit member is receiving grants, fellowships or fees for professional services provided as part of a professional development leave program, the unit member will not normally receive funds from the District as well, which, when combined with such grants, fellowships or fees would exceed the anticipated amount they would have received from the District during that period under normal conditions.

Professional development leave stipends may be reduced to a point where the combination of stipend and that portion of grants, fellowships or fees

designated solely for salary equals full salary. In no case would the unit member receive compensation in excess of what would have been received had the leave not been taken.

All work developed directly related to the professional development leave program belongs to and is the property of the College District.

In the event unit member elects not to submit an application for a professional development leave or final approval of a professional development leave application is denied, the unit member may retain eligibility and apply again in each of the following academic years until leave is granted. Once an application is granted and taken, the eligibility clock resets and a new six (6) years cycle resumes.

Upon mutual agreement between the College District and the unit member, an approved professional development leave may be postponed with intervening years contributing as service years of credit towards a subsequent professional development leave.

10.14.6      **Application Process** – Applications shall be submitted no later than ninety (90) days prior to the start of the Sabbatical or Professional Development Leave. A plan for the leave shall be submitted in the specified format and include approval by the applicant’s supervisor. Such leave proposals shall be forwarded to the Superintendent/President who will make the final recommendation to the Governing Board.

10.14.7      **Selection** – The applicant’s service records, application for leave, and the proposal shall be reviewed by an Administrative Leave Committee. This committee shall be composed of three (3) people to include one Academic Administrator and one Classified Administrator (one of which shall be the President of SCCDAA) and a Vice-President appointed by the Superintendent/ President. The committee shall review all leave applications and recommend the qualified proposals to the Superintendent/President. The Superintendent/President shall make recommendations to the Governing Board. Leaves may not be changed after receiving approval unless approved in advance by the Superintendent/ President. The Governing Board is not obligated to grant Administrative Sabbatical Leave at any time.

10.14.8      **Leave Report** – Within three (3) months following return from Sabbatical or Professional Development Leave, the unit member must submit a report to the Administrative Leave Committee. The committee will review the report and may request further refinement or revision of the report prior to submitting it to the Superintendent/President for review and

submission to the Board. If the leave report does not satisfy the committee, after the requested revision has been addressed, it may recommend that the unit member repay the leave funds and/or be denied future leaves. The format of leave report will be negotiated between the College District and SCCDAA.

**10.15 Break In Service**

No absence under any leave in which the employee is in paid status, shall be considered as a break in service for the employee. All benefits accruing under the provisions of the handbook shall continue to accrue under such absence.

## ARTICLE 11: HEALTH AND WELFARE BENEFITS

- 11.1 Each administrator is provided with a District-funded health and welfare benefits program with an equivalent dollar value as afforded to all other employee groups. The District health and welfare benefits program is a cafeteria plan which requires the employee to enroll in a life insurance plan and a dental plan.

Effective July 1, 2022, each administrator will receive a life insurance plan benefit of \$75,000 (anything over \$50,000 is taxable to the administrator pursuant to internal Revenue Code, section 79).

- 11.2 Administrators hired after January 1, 2002, are not afforded the option to waive health and welfare benefits coverage and take as salary the District's level of contribution toward these benefits. Administrators hired prior to January 1, 2002, shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to "opt-out" of health and welfare benefit coverage and take as salary the District's level of contribution toward these benefits.

### 11.3 **Retiree Health and Welfare Benefits Program**

The District provides the following health and welfare benefits to all qualified retired administrators who were hired prior to January 1, 2004 and has completed a minimum of ten (10) years of full-time satisfactory administrative service to the District and has reached the age of fifty-five (55) in the year of application.

11.3.1 An administrator who meets the longevity and age requirements shall, upon retirement, be granted a lifetime continuation of paid medical and dental insurance benefits, as annually provided in the District's health and welfare benefits program. (To qualify, the employee must be enrolled in a District health provider program at time of retirement). Participation in the District's health and dental plans shall be subject to the terms prescribed by the health and dental plans' insurance providers.

11.3.2 If the retiree qualifies for Medicare and chooses to assign the Medicare coverage to the retiree's District plan, the District shall reimburse the retiree for actual Medicare B costs to the extent the District realizes a premium cost savings on the individual's chosen plan.

11.3.3 If a retiree moves out of the service area of District health providers, the District shall reimburse up to one-hundred percent (100%) of the current average District cost for active members upon verification of medical costs paid by the member.

11.3.4 A retiree may elect to continue to include a spouse in the District's health plan, at the expense of the retiree, as long as the retiree is also participating in the District's health plan.

- 11.3.5 A surviving spouse who was participating in the District's health plan at the time of the retiree's death may continue to participate in the District's health plan at his/her own expense after the death of the retiree. The District will pay ninety (90) days or three (3) months of the premium.
- 11.4 For employees who do not qualify for benefits under section 11.3 above, who have completed a minimum of ten (10) years satisfactory service to the District, and have reached age fifty (50) in the year of application:
- 11.4.1 Prior to the time of retirement, the employee shall request in writing to the Director of Human Resources for a continuation of medical coverage. (To qualify, the employee must be enrolled in a District health provider program at time of retirement). The Human Resources Office shall verify that the requirements have been met and notify the Superintendent/President of the employee's eligibility.
- 11.4.2 District medical support in a District health provider program shall be for the employee only, and shall not exceed the District maximum health and welfare benefits' support program. Administrators may elect to continue to include qualified dependents at the expense of the employee. Employees may participate in the plan until age sixty-five (65). Should the legal age for Medicare eligibility change, the District and SCCDAA agree to reopen Section 11.4.
- 11.4.3 Effective June 15, 2000, subject to carrier contract specifications and limitations, the retiree and his/her eligible dependent(s) may participate in the District's Dental Plan at the employee's own expense.
- 11.4.4 If the retiree moves out of the service area of District health providers, and qualifies under the continuation of medical coverage, the retiree (up to age 65) shall be reimbursed up to the current average District cost for active members, once the retiree provides the District with verification of alternate coverage costs.
- 11.4.5 If the retiree is not a continuing member of a District-approved medical insurance program, the retiree will be reimbursed up to an annual amount of five-hundred dollars (\$500) per year upon verification of actual medical coverage costs paid by the retiree, including but not limited to, Medicare for life.
- 11.4.6 If a retiree drops District coverage at any time, the coverage may not be reinstated at a later date.
- 11.4.7 The District shall provide for each full-time employee, beginning at age sixty-five (65) who qualifies for the continuation of medical insurance coverage, an amount of one-thousand dollars (\$1,000) a year toward payment on any major medical coverage, including Medicare, health insurance supplement policy, for the covered employee only, for life.

## **ARTICLE 12: EDUCATIONAL INCENTIVE AND REIMBURSEMENT PROGRAM**

### **12.1 Educational Incentive**

Classified Administrators shall be eligible for educational incentive salary advancement.

### **12.2 General Regulations**

12.2.1 The Educational Incentive Program shall provide for a three-time one-range advancement on the appropriate salary schedule for each employee who completes the requirements of the Educational Incentive Program by completing the equivalent of twelve (12) semester units of college course work, and shall continue as long as the employee remains in the employment of the District.

12.2.2 Credit under the Educational Incentive Program shall be granted only for activities which are job related, for the first two one-range increases on the salary schedule. Credit shall be granted for activities which are job related or necessary to receive a degree for the third one-range increase on the salary schedule.

12.2.3 Any course for which credit for salary advancement has been granted under the Educational Incentive Program shall not be eligible to be used by the employee for tuition reimbursement as spelled out in the Tuition Reimbursement section.

12.2.4 All courses shall be taken outside of the employee's assigned work hours. However, if the desired class is not offered outside of the employee's assigned work hours the Supervisor may approve the employee taking that class during his or her assigned work hours and will adjust the employee's work hours accordingly or the employee may use vacation time.

### **12.3 Application Procedure**

12.3.1 A "Classified Supervisory, Management and Confidential Application for Educational Incentive Program" Form may be obtained from the Human Resources Office.

12.3.2 The Form must be submitted to the Assistant Superintendent/Vice President, Human Resources for prior approval in order to receive credit for participation in an Educational Incentive Program.

12.3.3 If the Form is being used for course work, it must include a printed description/official copy of the adult school, college or university course

outline/description, and any official documentation from the institution which identifies the course number, grading, units of work (quarter or semester) and any other material pertinent to the interpretation of the official transcript.

12.3.4 If the Form is being used for a workshop/seminar, it must include a printed description of the activity and include the number of scheduled days and/or hours or the employee may use vacation time.

12.3.5 The Assistant Superintendent/Vice President, Human Resources shall determine the timelines, application procedures and approval of the course work/activity which is "field related" in order for the employee to receive credit for participation in the Educational Incentive Program.

12.3.6 If the Assistant Superintendent/Vice President, Human Resources determines that the employee's proposed course work/activity is not "field related," the employee may appeal the decision to the Superintendent/President.

#### **12.4 Course Work/Activity Credit**

12.4.1 Course work/activities for which credit may be granted include, but are not limited to, college course work, workshops, conferences, seminars and college-sponsored in-service programs.

12.4.2 For participation in approved activities for which units are not granted, the employee shall be granted one (1) unit of course work equivalency for each sixteen (16) hours of approved activity.

12.4.3 Credit may be granted to an employee who attends an in-service program during the employee's assigned work hours. The employee's immediate supervisor may adjust the employee's work hours to permit attendance at approved activities.

12.4.4 No credit shall be granted for attendance at activities for which the employee receives reimbursement from the District.

#### **12.5 Completion of Course Work/Activity**

12.5.1 After completion of twelve (12) units of approved credit course work or activity, the employee must submit a Request for Salary Advancement Form to the Director of Human Resources.

12.5.2 It is the employee's responsibility to verify to the District the successful completion of any course work (transcript/grade notice) or activity (attendance certificate or other proof of attendance) in order to be credited, and in a manner prescribed by the District.

12.5.3 Upon approval of the Assistant Superintendent/Vice President, Human Resources the employee will be granted an increment effective the first day of the following month.

## 12.6 Tuition Reimbursement

12.6.1 Classified and Academic Administrators are eligible for tuition reimbursement upon completion of courses that are field-related at accredited colleges and universities.

12.6.2 All courses shall be taken outside the employee's assigned work hours and the employee may be granted a one-time total of one thousand two hundred dollars (\$1,200) toward tuition or course fees.

12.6.3 Employees shall apply in advance of commencement of course work on "Supervisory, Management and Confidential Application for Tuition Reimbursement" form and reimbursement may only be received for those courses which meet the criteria established for credit.

12.6.4 Tuition reimbursement will be paid upon verification of successful completion of course work with a grade 'C' or better.

12.6.5 Any course for which tuition reimbursement has been granted shall not be eligible to be used by the employee for credit for salary advancement under the Educational Incentive Program.

## 12.7 Fee Waiver/Reimbursement for Credit Classes

Classified and academic administrators will be permitted to take credit classes at any campus in the District with enrollment fees waived. Employees shall be reimbursed at twenty-five dollars (\$25) per unit for fees or book expenses for job related courses taken outside the Southwestern 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 approved for job relatedness by the immediate supervisor. Courses taken under this provision are not eligible for credit under the Education Incentive Program.

**12.8 Educational Incentive Program for Academic Administrators**

The Educational Incentive Program for Academic Administrators shall provide for a one-time 2.5% salary increase to the Academic Administrator's salary schedule placement, for each employee who completes the requirements of the program.

12.8.1 To receive this educational incentive, a unit member must complete twelve (12) semester units of graduate level coursework from a regionally accredited institution, including extension courses that are specified as upper division and/or post baccalaureate degree courses. The coursework must pertain to education, organizational development, leadership and/or management, or other graduate level coursework that could reasonably be considered as job related and/or meets the needs of the College.

12.8.2 To receive credit for participating in the educational incentive activity, the Unit Member must receive prior approval from the area Assistant Superintendent/Vice President. Reasonably related coursework qualification will be determined through discussions with the administrator and the area Assistant Superintendent/Vice President, with the area Assistant Superintendent/Vice President retaining the final course qualification approval. The decision of the area Assistant Superintendent/Vice President regarding whether or not the proposed coursework qualifies for the program shall not be grievable under the provisions of this agreement. This 2.5% increase shall continue as long as the employee remains in the employment of the district within the SCCDAA bargaining unit. Only courses completed following appointment as an academic administrator may be applied under this provision.

## ARTICLE 13: EXPENSE REIMBURSEMENTS

### 13.1 **Travel and Conference Expenses**

An administrator shall, in accordance with District policies and procedures, be reimbursed for approved travel and conference expenditures. The amount available for expenditures shall be designated annually in the District budget. Time spent traveling to and from approved travel and conferences is to be considered as regular work time.

### 13.2 **Non-Owned Automobile Insurance**

The District provides secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.

### 13.3 **Physical Examinations**

The District provides the full cost of any medical examination required as a condition of continued employment.

### 13.4 **Property Damage**

The District reimburses employees up to one hundred dollars (\$100) for each incident that exceeds ten dollars (\$10) for any stolen, damaged or destroyed personal property of the employee while on duty, on District property, or on a District-approved activity provided there was no negligence by the employee.

13.4.1 For the intent of this Section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.

13.4.2 Vehicle damage shall be covered if the employee was authorized to use his/her vehicle in a District-approved activity and there was no negligence by the employee.

13.4.3 In the event an employee is reimbursed pursuant to this Section, the District shall have the right of recovery to the extent of such payment, from the party committing the theft or damage to property.

13.4.4 An employee filing a claim pursuant to this Section shall file said claim on the District-prepared claim form no later than three (3) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property. A police report of the incident may be required prior to consideration by the District.

## **ARTICLE 14: DISCIPLINARY PROCESS**

### **14.1 Exclusive Procedure**

Probationary employees and other non-permanent employees are at-will employees and may be disciplined within the sole discretion of the District. The probationary period shall be one year for Classified Administrators. Probationary employees and other nonpermanent Classified Administrators are not covered by any other provision of this Article.

### **14.2 Definition of Discipline**

Discipline shall only be imposed on permanent employees for just cause. Discipline includes suspension, reduction in pay, involuntary demotion, or termination.

The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District serves the notice of proposed disciplinary action.

#### **14.2.1 Basis of Discipline**

Discipline may only be based on an employee's violation of a Board Policy or Administrative Procedure, state regulation, state law, federal regulation, or federal law. The District hereby states its commitment to the principle of progressive discipline.

### **14.3 Pre-Disciplinary Action**

The following steps are designed to assist the supervisor and employee to reach understanding of what is expected in the workplace. They are not disciplinary actions in and of themselves, but may be taken into account in subsequent "progressive discipline" if continued action is required.

#### **14.3.1 Counseling**

Informal discussion designed to assist the employee to develop or improve skills, abilities or to correct conduct. Counseling may also be used to clarify District policies, solve a problem, or discuss job performance. Counseling may be verbal or in writing. Employees shall have a reasonable period of time to correct deficiencies noted in counseling prior to subsequent formal notice or discipline. In no event shall counseling be placed in an employee's personnel file.

#### **14.3.2 Notice to Employee**

In the event the performance or behavior does not improve, a written reprimand will be issued to the employee and placed in the employee's personnel file. The employee has the opportunity to file a rebuttal with the assistance of a SCCDAA representative, if so desired, which will also be placed in the employee's personnel file. In the event a meeting is held after the issuance of a reprimand, the employee shall be allowed reasonable notice to allow the attendance of a SCCDAA representative.

#### 14.4 **Emergency Discipline**

The SCCDAA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, or conduct which rises to the level of serious concern, the District shall immediately suspend the employee for up to three (3) days with pay. Examples of conduct which rise to the level of serious concern include gross negligence, violation of any State or Federal law, and/or the threat of or actual violence. During the three (3) days, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the contentions supporting the emergency. A copy of any notice of an emergency discipline shall be delivered to the SCCDAA President or designee.

#### 14.5 **Administrative Leave**

From time to time it may be necessary for the District to place a Unit Member on paid administrative leave. This may be to investigate a matter, to facilitate organizational actions, or to address other issues of a temporary or transitory nature. Administrative leave is NOT discipline and employees so placed are not to be stigmatized or otherwise negatively affected based solely on being on this form of leave.

#### 14.6 **Disciplinary Procedures**

##### 14.6.1 **Notice of Recommended Discipline and Statement of Charges:**

The employee shall be given a written notice of proposed discipline (Skelly Notice) which sets forth the following:

- The disciplinary action intended;
- The specific charges upon which the action is based;
- A factual summary of the grounds upon which the charges are based;
- A copy of all written materials, reports, or documents upon which the discipline is based;
- The name of the mutually agreed upon impartial third party who will act as Skelly hearing officer;
- Notice of the employee's right to respond to the charges either orally or in writing to the designated Skelly hearing officer; and
- Notice that failure to respond within ten (10) working days shall constitute a waiver of the right to respond prior to final discipline being imposed.

##### 14.6.2 **Employee Skelly Rights**

- 14.6.2.1 If no response to the Notice of Recommended Discipline and Statement of Charges is received within ten (10) working days after

the date the Skelly Notice is delivered to the employee, the proposed discipline will be implemented with no right of appeal, and the employee so advised in writing.

- 14.6.2.2 The employee shall have the right to respond to the Skelly Notice of Proposed Discipline and Statement of Charges by filing a statement in writing, or by requesting a Skelly hearing.
- 14.6.2.3 A form will be included with the Skelly Notice for the employee to use, sign and return within the ten (10) working days, which will constitute a request for a Skelly hearing or the intent to file a written response.
- 14.6.2.4 A copy of the Skelly notice and supporting materials will be sent to the SCCDAA President or designee.
- 14.6.2.5 All employees shall have the right to have a SCCDAA representative present throughout the Skelly process.

### **14.6.3 Skelly Hearing**

- 14.6.3.1 If, within ten (10) days of the delivery of the Skelly Notice the employee indicates he/she wishes to respond to the charges contained therein, the Skelly Officer shall set a date and time for a hearing not more than fifteen (15) days after the delivery of the Skelly Notice. The employee shall be advised that he/she may respond in writing to the charges in lieu of the hearing, provided that such written response is received by the hearing date and time.
- 14.6.3.2 The purpose of a Skelly hearing, or written statement in-lieu, is to offer the employee an opportunity to respond to the Statement of Charges and offer any relevant explanations. The Skelly Officer may ask questions of the employee and District to clarify issues and facts to assist in determining whether the recommended discipline should be imposed. No witnesses will be called at the Skelly meeting. The employee's response will be considered before the Skelly Officer's decision is issued.

### **14.6.4 Written Decision of Skelly Officer**

- 14.6.4.1 Within ten (10) working days after the Skelly hearing or the submission of a written Skelly response, the Skelly Officer shall issue a written decision of recommended disciplinary action to the

Assistant Superintendent/Vice President, Human Resources. The Skelly Officer may recommend that the District:

- Dismiss the Statement of Charges and take no disciplinary action against the employee;
- Modify the intended disciplinary action; or
- Uphold the recommended disciplinary action.

14.6.4.2 If discipline is modified or upheld, the written recommended decision shall include the following:

- The date of the meeting and the attendees;
- The action to be taken;
- The written materials, reports, and documents upon which the disciplinary action is based; and
- A brief statement indicating why alternative explanations or exculpatory information supplied by the employee were not persuasive.

#### 14.6.5 **Final Notice of Disciplinary Action**

Upon receipt of the Skelly Officer's written recommendation, the Assistant Superintendent/Vice President, Human Resources will review the recommendation and may, with reasonable basis, modify such recommendation provided such modification conforms to the original Skelly Notice. The Director of Human Resources will issue the "Final Notice of Disciplinary Action," including the following information:

- The effective date of the disciplinary action to be taken;
- Specific charges upon which the action is based; and
- The employee's right to appeal, and the manner specified therein.

#### 14.6.6 **Delivery of Notice to Employee**

For the delivery of all notices to the employee (Skelly Notice of Proposed Discipline, Notice of Skelly Hearing Date/Place/Time, and Final Notice of Disciplinary Action), the first method will be delivering the notice in-person to the employee. In the event the employee is unavailable, delivery may be effected by certified mail, in which the U.S. Post Office certifies that the item was in fact delivered to the address on the date so certified by the Post Office. For the purpose of determination of whether the time requirements for notification were met, the date of hand-delivery or the date of postal certification, as appropriate, shall be used.

## 14.7 **Imposition of Discipline**

14.7.1 The Assistant Superintendent/Vice President for Human Resources will inform the Governing Board at its next regularly scheduled meeting of any discipline imposed.

14.7.2 Discipline may be settled by written mutual agreement of the parties at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have the SCCDAA Representative review the proposed settlement before approving the settlement in writing.

## 14.8 **Appeal**

To appeal the Final Notice of Disciplinary Action, the employee must file, in writing, a request with the Assistant Superintendent/Vice President, Human Resources within ten (10) working days after service of the Final Notice.

## 14.9 **Appeal Procedures**

### 14.9.1 **Hearing Officer**

A neutral third party shall serve as the Hearing Officer, and will provide its finding and recommendation to the Governing Board within a reasonable time period. The decision of the Board itself shall be final.

### 14.9.2 **Time for Hearing**

The hearing will be held at the next available regular Board meeting, but no sooner than ten (10) working days after the request for appeal has been filed. The appealing employee will be notified in writing of the date, time and place of the hearing. The hearing will be held in closed session, unless the employee requests a public hearing.

### 14.9.3 **Failure to Appear**

If an employee who has filed an appeal and been notified of the time and place of the hearing fails to appear and has not provided advance notification of an extenuating circumstance, the appeal shall be deemed to have been abandoned and will be dismissed with prejudice.

### 14.9.4 **Right to Control Proceedings**

While the parties are generally free to present their case in the order that they prefer, the Board reserves the right to control the proceedings, including, but not limited to:

- excluding or terminating redundant or irrelevant testimony;
- altering the order of witnesses;
- questioning witnesses directly;
- terminating argument and/or testimony disparaging the ethics, morals, or integrity of the parties or members of the Governing Board.

#### 14.9.5 **Presentation of the Case**

The District representative and the employee representative will address their remarks, including objections, to the Board. The hearing shall proceed in the following order unless the Board directs otherwise:

- The District shall produce its evidence, including witness testimony
- The employee may then offer evidence, including witness testimony
- Rebuttal evidence, if any, provided by District, then employee

#### 14.9.6 **Evidence**

14.9.6.1 The District is the party with the burden of proof. It shall provide evidence establishing the facts upon which it relied on in the Final Notice of Disciplinary Action.

14.9.6.2 Any relevant evidence may be admitted regardless of whether such evidence is typically admitted in a court of law.

14.9.6.3 Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that is not sufficient in itself to support a finding.

#### 14.9.7 **Witness Testimony**

14.9.7.1 The Hearing Officer shall swear in all witnesses for the record prior to them offering testimony at the hearing.

14.9.7.2 All witnesses shall be excluded from the hearing room unless testifying, regardless of whether the hearing is held in closed or open session.

#### 14.9.8 **Written Findings and Decision**

The Board shall consider the evidence in closed session and render its findings and decision in writing within thirty (30) days after the appeal hearing. The Board will decide:

- Whether the evidence supports the finding that the employee committed the misconduct alleged; and
- Whether the level of discipline is appropriate under the circumstances.

The Board may affirm or reject any or all of the charges filed against the employee. The Board may affirm, modify or reject the disciplinary action.

**14.9.9 Record of Proceedings and Cost**

The appeal hearing shall be recorded by audio tape or by a certified court reporter. If a court reporter is requested by either party, that party shall pay the cost of the court reporter.

**14.9.10 Record Filed**

The documentary evidence, written records of the hearing (if any) and the Board's written decision shall be placed in the employee's personnel file.

## ARTICLE 15: ADMINISTRATIVE EVALUATIONS

### 15.1 **Purpose**

The performance evaluation process gives the Unit Member and his/her supervisor an opportunity to formally review the Unit Member's job performance based on the administrator's duties and responsibilities. It is designed to assess accomplishments, communicate standards and expectations, set goals for future performance, and assist administrators in their professional development.

### 15.2 **Union Representation**

At any time during the evaluation process, a Unit Member may request union representation.

### 15.3 **Timeframe for Academic Unit Members**

15.3.1 Initial one-year contract: the Unit Member under an initial one-year contract will be evaluated no later than January 31, or the seventh (7th) month of his/her contract. The feedback survey shall be conducted in the eleventh (11th) month.

15.3.2 The Unit Member completing his/her first and second year in an assignment will be evaluated annually. Thereafter, the evaluation shall be performed every three (3) years.

15.3.3 An out-of-sequence evaluation of the Unit Member may be conducted if it is deemed necessary by the evaluating supervisor.

### 15.4 **Timeframe for Classified Unit Members**

15.4.1 Progress evaluations for probationary classified Unit members shall be submitted on or about the end of the third (3rd), sixth (6th), and tenth (10th) month from the date of hire. After the progress evaluation period, a second-year evaluation shall be conducted. Thereafter, the evaluation shall be performed every three (3) years.

15.4.2 An employee who is promoted, shall serve a probationary period of nine (9) months in the higher salary classification position.

15.4.3 Pursuant to Education Code, Section 88013, a permanent employee who accepts a promotion and fails to complete the probationary period for that promotional classification, shall be employed in the position from which he or she was promoted.

15.4.4 An out-of-sequence evaluation of the Unit Member may be conducted if it is deemed necessary by the evaluating supervisor.

## 15.6 Evaluation Process

15.6.1 Each Unit Member shall be evaluated by the Unit Member's immediate supervisor. The immediate supervisor is responsible for ensuring that the evaluation occurs according to the timeframe established. All evaluations shall be reviewed by the next level supervisor.

15.6.2 The immediate supervisor will schedule an evaluation conference with the Unit Member at which time the Unit Member's job performance is reviewed. Prior to the conference, the Unit Member will complete a self-evaluation and submit it to the evaluating supervisor. The immediate supervisor will then complete his/her evaluation of the Unit Member. Both the self-evaluation and the evaluation completed by the immediate supervisor will be discussed at the evaluation conference. The Unit Member shall electronically sign the evaluation to indicate that the conference took place. Signing the evaluation shall not necessarily indicate agreement with the evaluation. The Unit Member may attach a response to the supervisor's evaluation.

## 15.7 Evaluation Components

### 15.7.1 Self-Evaluation

Unit Members shall complete a self-evaluation using the evaluation forms negotiated between the District and SCCDAA

### 15.7.2 Supervisor Evaluation

The immediate supervisor shall evaluate the Unit Member using the evaluation forms negotiated between the District and SCCDAA.

### 15.7.3 Evaluation Conference

15.7.3.1 The immediate supervisor shall schedule an evaluation conference with Unit Member.

15.7.3.2 Entire evaluation shall be discussed and reviewed.

15.7.3.3 Evaluation must be electronically signed by the Unit Member and the evaluating supervisor. Signing the evaluation shall not necessarily indicate agreement with the evaluation. The Unit Member may attach a response to the supervisor's evaluation.

15.7.3.4 All evaluations shall be reviewed by the next level supervisor.

15.7.3.5 Once the process is completed, a notification from the electronic performance management system used by the District shall be emailed to the supervisor, the Unit Member, and Human Resources. The Human Resources Office shall retrieve the signed evaluation form for filing in the Unit Member's personnel file.

15.7.3.6 A electronic copy of the evaluation shall be retrieved by the Unit Member within the electronic performance management system used by the District.

#### 15.7.4 **Rating**

15.7.4.1 The rating rubric will be a component of the evaluation form negotiated between the District and SCCDAA.

15.7.4.2 Signed copies of all completed Administrator Evaluation Forms shall be permanently retained in the Unit Member's personnel file.

## **ARTICLE 16: FEEDBACK SURVEY AND PROFESSIONAL DEVELOPMENT**

The feedback process is designed to improve the overall effectiveness of the College by assisting Unit Members in the growth and development of their professional abilities. To that end, the College District is committed to supporting the Unit Member in his/her development through professional learning opportunities.

### **16.1 Feedback Survey**

The Feedback Survey will be conducted the first (1st) year of employment and every third (3rd) year thereafter.

16.2 The feedback survey will be completed by all full-time faculty, administrators, classified professionals and confidential employees who report directly to the Unit Member. In addition to the direct reports, a mutually agreed-upon input group of ten to twenty individuals will be selected by the Unit Member and the immediate supervisor. The individuals identified should include persons who are knowledgeable of the Unit Member's work, including full-time/part-time faculty, classified staff, and colleagues, and where appropriate, students and community members.

16.3 Human Resources will provide a list of direct reports to the Unit Member and immediate supervisor for verification prior to launching the survey. Upon receipt of the verified list of direct reports and mutually agreed upon list of individuals, Human Resources will distribute the survey. The surveys shall be completed and returned to Human Resources within ten (10) business days.

16.4 Once the survey results are compiled, they will be made available to both the supervisor and the Unit Member. The results of the survey shall be reviewed with the Unit Member and a professional development plan will be mutually developed and agreed upon, if appropriate. The extent to which the Unit member met the goals set forth in the Professional Development Plan shall be incorporated as a component of the evaluation forms negotiated between the District and SCCDAA.

16.5 If participation in professional development activities, including but not limited to trainings, workshops, and conferences, becomes part of a Unit Member's Professional Development Plan, the District will be responsible for providing access to such activities at no cost to the Unit Member. This includes paying the cost of the professional development activities and granting the Unit Member time during the regular working day to attend.

16.6 The survey results will be given only to the Unit Member and the immediate supervisor and shall not be used in an evaluation. The survey results may be used to inform the Unit Member's Professional Development Plan when needed. The results are the property of the Unit Member. A copy of the survey results will be retained in a sealed portion of the

Unit member's personnel file for two (2) years for use in legal matters, and shall be deleted/destroyed thereafter.

- 16.7 The feedback survey instrument is attached as Appendix A, 360 Degree Feedback Survey Form.

## **ARTICLE 17: PERSONNEL FILE CONTENT AND INSPECTION**

17.1 Definition: A “personnel file” shall mean the file which is compiled on an employee and maintained by the Human Resources Office. Excluded from such file are supervisors’ personal notes regarding the employee and records relating to grievances. The materials in the personnel file shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved.

### 17.2 Placing Materials in the Personnel File

17.2.1 No material whose origin cannot be identified may be placed in the file.

17.2.2 Prior to any adverse or derogatory material being placed in a personnel file, the employee will be given a reasonable time to respond, in writing, to the material. A copy of the material shall be provided to the employee along with written notice of the deadline for response. Any such written response shall be submitted to the Human Resources Office within twenty (20) working days from the date of issuance to the employee of the derogatory or adverse material. This response shall then be attached to the material and entered in the file (Education Code, Section 87031).

17.2.3 Upon the request of the employee, all materials that the Unit Member deems derogatory, shall, after remaining in the employee’s official personnel file for a period of three (3) years or more, be placed in a separate sealed envelope, which shall be retained in the employee’s official personnel file. This sealed envelope may not be viewed by anyone other than an authorized District employee under the direction of the Assistant Superintendent/Vice President, Human Resources, and may not be opened except by the Assistant Superintendent/Vice President, Human Resources to address any legal matters.

### 17.3 Viewing the Personnel File

17.3.1 An employee shall have the right, at any reasonable time, to inspect his/her personnel file.

17.3.2 The employee may be accompanied by a representative of the SCCDAA.

17.3.3 Personnel files shall be kept in confidence and shall be available for inspection to:

17.3.3.1 The Unit Member, a representative of SCCDAA (with the Unit Member’s written authorization).

17.3.3.2 Authorized administrative employees of the College District in the proper administration of the College District's operations, the supervision of the Unit Member, and to address any legal matters for the College District or in legal defense of the College District.

## ARTICLE 18: GRIEVANCE PROCEDURE

### 18.1 Definitions

- **Grievance** - A grievance is defined as a formal written notice by the Association that there has been a violation of a specific provision(s) of this Agreement.
- **Grievant** - A "grievant" is the Association and/or a member of the Unit covered by the terms of this Agreement.
- **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.
- **A day** - for the purpose of this Article, is a day in which the District is open for business and one which employees are required to work.
- **Immediate Supervisor** - The lowest level manager or supervisory position having immediate jurisdiction over the employee.
- **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.

### 18.2 Employer/Employee Relations Committee (EERC)

The College District and the Association may establish an Employer/Employee Relations Committee. The purpose of the committee is to assist in the resolution of perceived employer/employee problems. The committee shall not, in any way, amend, modify or change the collective bargaining agreement. The committee shall consist of three (3) members appointed by the Association, and three (3) members appointed by the District.

### 18.3 General Provisions

18.3.1 **Association Responsibilities** - The Association agrees to encourage the Grievant to discuss his/her complaint with his/her immediate supervisor.

18.3.2 **Resolution** - Before filing a formal written grievance, the Grievant will attempt to resolve the issue in an informal manner with the appropriate immediate supervisor.

18.3.3 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. In situations where the immediate supervisor is also a SCCDAA unit member, that immediate supervisor is also entitled to be accompanied and/or represented by an Association representative. In situations where SCCDAA has not been requested to represent

the Grievant, the District will not agree to a final resolution of the grievance until SCCDAA has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity for SCCDAA to respond. By mutual agreement other persons such as witnesses may also attend grievance meetings.

18.3.4 Other information including but not limited to witness statements, interviews, or any other pertinent documentation may be utilized in grievance meetings.

18.3.5 Grievance meetings and hearings will be scheduled at mutually convenient times and places during District business hours. Grievant and the accompanying Association rep will attend those meetings as part of their regular work hours (i.e. without loss of salary).

18.3.6 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 within the time limits set in this Article, 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.

18.3.7 The response 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.

18.3.8 If the District denies a grievance at any level, SCCDAA may still move the grievance forward.

## 18.4 **Process**

### 18.4.1 **Informal**

Within fifteen (15) 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 grievant shall attempt to resolve the issue by an informal conference with their immediate supervisor. The grievant 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. SCCDAA, either on its own or on behalf of the Unit Member, may initiate the formal level at any point in this informal procedure.

#### **18.4.2 Level One**

18.4.2.1 If there is no resolution of the issue within fifteen (15) days after the most recent meeting at the informal level, the grievance must be presented within five (5) days, in writing, to Human Resources, with a copy provided to the immediate supervisor. 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 SCCDAA representative, if any.

18.4.2.2 If no resolution is reached, the immediate supervisor or designee shall reply in writing within seven (7) days of receiving the grievance. The Grievant will be provided with a copy of the immediate supervisor's response.

#### **18.4.3 Level Two**

18.4.3.1 If the grievance is not resolved at Level One, the Grievant may, within seven (7) days after 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.

18.4.3.2 The next level of authority or designee shall reply in writing within seven (7) days following the meeting. A copy of the Level Two grievance documents shall be provided to the immediate supervisor and the Grievant.

#### **18.4.4 Level Three**

18.4.4.1 If the grievance is not resolved at Level Two, the Grievant may, within seven (7) days after receipt of the decision in Level Two, present the written grievance to Human Resources for presentation to the Superintendent/President or division head or his/her designee. The written grievance shall contain the same information as in Levels One and Two, copies of the Level One and Level Two decisions, and reasons for the appeal. A copy of the appeal documents shall be provided to the immediate supervisor.

18.4.4.2 Within seven (7) 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 seven (7) days following the meeting (this could be the Superintendent/President or designee).

18.4.4.3 Prior to submission of a grievance to arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

**18.4.5 Level Four (Request for Hearing)**

If SCCDAA 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 the conclusion of Level Three (i.e. after receipt of Level Three response by the College President or designee).

18.4.5.1 **Arbitrator Selection:** The Association shall request a panel of five (5) arbitrators from the State Mediation and Conciliation Service. Within ten (10) days from receipt of the panel, 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.

18.4.5.2 **Final Arbitration:** The decision rendered by the arbitrator will be final and binding.

18.4.5.3 **Witnesses:** The parties shall exchange lists of proposed witnesses no later than ten (10) days prior to the first date of the hearing.

18.4.5.4 **Disclosure:** 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.

18.4.5.5 **Arbitrator Limitations:** The Arbitrator shall have no power to add, subtract, disregard, alter, or modify any of the terms of this Agreement.

18.4.5.6 **Hearing Process:** 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.

18.4.5.7 **Hearing Officer:** The hearing officer shall render written findings, conclusions, and orders within thirty (30) days of the termination of the hearing. The findings, conclusions, and orders shall be final and binding.

18.4.5.8 **Expenses:** The District and the Association will share equally the payment of the services and expenses of the arbitrator, including the cost of the court reporter (if utilized). 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. Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.

18.4.5.9 **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.

18.4.5.10 **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 to rights established under this Agreement.

## **ARTICLE 19: CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS**

- 19.1 **Definition** - According to Education Code Section 88001 (f) "**Reclassification**" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.
- 19.2 **Placement in Class** - Every Bargaining Unit position shall be placed in a class.
- 19.3 **Classification and Reclassification Requirement** - Position classification and reclassification shall be subject to mutual input between the District and SCCDAA.
- 19.3.1 An employee, their supervisor, or another manager higher in their chain of command, SCCDAA, or the cognizant Assistant Superintendent Vice President (or designee) may initiate a request for a consultation to determine whether reclassification of the incumbent is necessary.
- 19.3.2 **Process.** A request for reclassification shall be filed in writing with the Human Resources Division. An email is considered to be "in writing." Upon receipt of the request, the Human Resources Division shall provide the incumbent with a Position Description Questionnaire (PDQ) to complete and turn in. Should the incumbent fail to turn in the PDQ, no further action will be taken.
- 19.3.3 **Time Period.** When the incumbent submits their PDQ to the Human Resources Division, it will be officially logged in as of that date and a receipt will be provided to the incumbent employee. An email from the Human Resources Division to the incumbent is considered an acceptable receipt.
- 19.3.4 **Review.** After receiving the incumbent's PDQ, the Human Resources Division shall provide a copy of same to the incumbent's supervisor within five (5) working days for their comments, additional information, and concurrence (or lack thereof) of the employee's request for reclassification. After the immediate supervisor's commentary is completed, it will be submitted "up the chain" to the supervisor's supervisor (if applicable) and all intervening managers for their review and commentary, up to and including the cognizant Vice President. Each level of this management review will be completed within five (5) working days. Should a review not be completed within the five (5) working days, and if, in the judgment of the Assistant Superintendent Vice President of Human Resources (or designee), the management review is excessively dilatory (a period which exceeds ten (10) working days, the process will automatically move forward to the next level supervisor.
- 19.3.5 **Independent Analysis.** Upon completion of the management review, the Human Resources Division shall provide the PDQ, additional, and supplemental information, management commentary, and other relevant data to the District's

independent classification consultant. The consultant shall use their independent judgement, prior experience, and general expertise to evaluate the information supplied. The consultant's review shall consider internal comparison/alignment with other management positions. The consultant may include an external review of like positions, seek additional information from the incumbent, supervisor, other managers, and other employees to answer questions, clarify issues, and provide additional information as the consultant deems necessary to complete the review. The incumbent and respective administrator(s) are required to fully participate in this process. Failure of the incumbent to fully participate will render the application denied without the opportunity to resubmit until the two year period (as referenced below) has elapsed. The participation of the supervisor and other employees will, if necessary, be compelled by the Assistant Superintendent Vice President for Human Resources.

**19.3.6 Recommendation.** The independent consultant may find that reclassification is justified or not justified and will report same. If a finding of reclassification is justified, the consultant will further recommend placement in an existing classification or, if no such classification exists, a new classification including a draft job description.

If the incumbent does not agree with the consultant's recommendation, they may choose to remain in their present classification or may submit a written request for appeal to the Reclassification Appeal Committee within ten (10) working days. The Reclassification Appeal Committee consists of the Assistant Superintendent Vice President of Human Resources (or designee), the SCCDAA President (or designee) and the independent classification consultant. A meeting with the employee and the committee shall be scheduled within fifteen (15) working days. After meeting with the appellant, the Reclassification Committee shall, within fifteen (15) days, provide a written response to the appeal which will be distributed to the employee, their supervisor, and other managers in their chain of command. The committee's response to an appeal shall be final and not subject to grievance.

If as a result of this process, a position is recommended for placement into a new job classification (i.e., new job description), SCCDAA and the District will meet and negotiate the proposed job description and salary range prior to being recommended for approval by the Governing Board. The recommendation shall be made to the Superintendent/President and, if approved by same, be submitted to the Board of Trustees for adoption.

Whether in the original or upon appeal, if the recommendation is for reclassification, the effective date of the reclassification submitted to the Board of Trustees shall be retroactive to the date the PDQ was submitted by the incumbent employee.

19.3.7 **Limit on Requests.** An employee may only submit a reclassification request once every two years. Their supervisor, higher managers, and the Assistant Superintendent Vice President of Human Resources (or designee) may submit any number of reclassification requests.

19.3.8 **Campus or District-wide Classification Studies.** Nothing herein prohibits the District from submitting a group of same or similarly classified employees or all employees so classified to the independent consultant for review and recommendation. Such “global” class studies may only be initiated by the Assistant Superintendent Vice President of Human Resources (or designee) and shall proceed according to the foregoing procedures outlined herein. In this instance, the date of retroactivity, if relevant, shall be the date upon which the last PDQ is turned in by an employee included in the global study. Pursuant to Article 5.14 Workload and Assignments all job descriptions and salary placements shall be reviewed at least once every five (5) years.

19.3.9 **Applicability of Reclassification Recommendations and Actions.** When any reclassification request is submitted, the Assistant Superintendent Vice President of Human Resources (or designee) may, in their judgment, broaden the scope of the desk audit to include other employees in the same or similar classifications working at the same site or working in concert for a majority of their work duties. In this event, other such included employees will be required to fill out PDQs, but the retroactive date shall be the date of the original requesting employee incumbent turns in the PDQ. Nothing in this article states, requires or implies that a reclassification recommendation based on the audit of a given employee or small group of closely related employees, as defined in the prior paragraph, be extended to other District employees in the same or similar classes working in other departments or at other sites. Reclassification recommendations are to be construed narrowly to apply only to those making the request and/or those subsequently included in the same reclassification review by the Assistant Superintendent Vice President of Human Resources (or designee).

19.4 **New Positions or Classes of Positions** - All newly-created positions or classes of positions shall be designated by the District. The District shall discuss with SCCDAA whether the designated positions fall within the Bargaining Unit or not. Any disputes over the District's designation of newly-created positions or classes of positions may be challenged by SCCDAA through the Public Employment Relations Board.

## 19.5 **Incumbent Rights**

19.5.1 When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

19.5.2 When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for six (6) months or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for six (6) months or more, then the incumbent shall be subject to the lateral transfer and promotion provisions of this Agreement.

Signed on behalf of the  
Southwestern Community College District  
Administrators' Association (SCCDAA)

Fernando Poveda

Fernando Poveda (Jan 6, 2021 14:01 PST)

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Fernando Poveda, President

Signed on behalf of the  
Southwestern Community College District  
(College District)

Rose DelGaudio

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Rose DelGaudio, Executive Assistant  
Superintendent/Vice President,  
Human Resources



**360 Degree Feedback Survey Form**

The Southwestern College 360 Degree Survey is a tool that the College uses to gather information regarding an administrator from the perspective of direct reports and other who are knowledgeable of the administrator’s work. This can include FT/PT faculty, classified staff, colleagues, and, where appropriate, students and community members. We are asking for your candid feedback regarding [\_\_\_\_\_]. A summary of all feedback received will be prepared for the individual so that he or she can use the feedback to learn and develop as a professional. Your individual feedback will be averaged into all the responses received in order to protect your anonymity and ensure that the results each administrator receives are completely confidential. HR will also prepare an overall summary to assess areas for additional company-provided management training.

Thank you for your contribution to this very important process.

Name of the administrator: \_\_\_\_\_

Form completed by (optional): \_\_\_\_\_

Date: \_\_\_\_\_

**Instructions**

Using the following scale, please select the number that best reflects your perception of your administrator’s performance during the past year.

| <b>Rating Scale</b> |          |         |       |                |                             |
|---------------------|----------|---------|-------|----------------|-----------------------------|
| Strongly Disagree   | Disagree | Neutral | Agree | Strongly Agree | Not experienced or observed |
| 1                   | 2        | 3       | 4     | 5              | NA                          |



| <b>Valuing Behaviors</b>   | Strongly Disagree | Disagree | Neutral | Agree | Strongly Agree | Not experienced or observed |
|--|-------------------|----------|---------|-------|----------------|-----------------------------|
| 1. Seeks input from all team members                                       | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 2. Shows genuine concern for team members                                  | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 3. Keeps the focus on fixing problems rather than finding someone to blame | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 4. Is mission driven (student and community focus) with decision making    | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 5. Recognizes team member accomplishments and contributions                | 1                 | 2        | 3       | 4     | 5              | NA                          |

| <b>Interdependent Behaviors</b>   | Strongly Disagree | Disagree | Neutral | Agree | Strongly Agree | Not experienced or observed |
|---|-------------------|----------|---------|-------|----------------|-----------------------------|
| 1. Supports a team environment by recognizing collaboration, cooperation and activities contributing to others' success | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 2. Considers the impact of actions and decisions on other departments before implementing                               | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 3. Recognizes and supports the work of other departments  | 1                 | 2        | 3       | 4     | 5              | NA                          |



| <b>Communication Behaviors</b>   | Strongly Disagree | Disagree | Neutral | Agree | Strongly Agree | Not experienced or observed |
|--|-------------------|----------|---------|-------|----------------|-----------------------------|
| 1. Encourages others to express different ideas and perspectives and is willing to change his or her position when presented with compelling information | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 2. Provides information on departmental/organizational updates   | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 3. Gives open and constructive feedback  | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 4. Able to address and assist in the resolution of conflict  | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 5. Provides a clear sense of purpose and direction for the department  | 1                 | 2        | 3       | 4     | 5              | NA                          |

| <b>Valuing Diversity Behaviors</b>  | Strongly Disagree | Disagree | Neutral | Agree | Strongly Agree | Not experienced or observed |
|---|-------------------|----------|---------|-------|----------------|-----------------------------|
| 1. Seeks input/feedback from diverse individuals and groups, including internal and external stakeholders | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 2. Treats everyone with respect and fairness  | 1                 | 2        | 3       | 4     | 5              | NA                          |

## Appendix A - 360 Degree Feedback Survey Form



|  |   |   |   |   |   |    |
|--|---|---|---|---|---|----|
| 3. Exhibits an equity-minded focus, responsiveness and sensitivity to and understanding of our diverse College community | 1 | 2 | 3 | 4 | 5 | NA |
|--|---|---|---|---|---|----|

| <b>Leadership Behaviors</b>  | Strongly Disagree | Disagree | Neutral | Agree | Strongly Agree | Not experienced or observed |
|--|-------------------|----------|---------|-------|----------------|-----------------------------|
| 1. Encourages and embraces change and demonstrates the ability to think creatively to generate ideas and solutions | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 2. Encourages and supports involvement in training and development opportunities                                   | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 3. Encourages and supports involvement in District, campus, and community activities and events                    | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 4. Uses data for informed planning and decision making.  | 1                 | 2        | 3       | 4     | 5              | NA                          |
| 5. Able to work well with a wide range of people and build positive and productive relationships                   | 1                 | 2        | 3       | 4     | 5              | NA                          |

### General Feedback

1. What do you value most about working with this administrator?
2. What would make this administrator more effective in their role?
3. Please provide comments that you feel will be meaningful for this administrator to sustain or improve their effectiveness.