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COLLEGE**

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**SUPERVISORY/CONFIDENTIAL STAFF
HANDBOOK**

2019



PREFACE

The policies and procedures set forth in this handbook represent a simplified and condensed version of rules, regulations, California Education Code sections, and practices currently in effect at Allan Hancock Joint Community College District for the Supervisory/Confidential group. This version of the rules, regulations, and agreements does not create any contract of employment, expressed or implied, or any rights in the nature of contract. To the extent that the summaries set forth in this handbook are inconsistent or in conflict with board policy, regulations, or agreements, they should be disregarded. The rules, regulations, and agreements set forth herein may be revised, amended, or rescinded at any time.

TABLE OF CONTENTS

SECTION I – RECOGNITION..... 1

A. Supervisory/Confidential Employees..... 1

B. Exempt and Non-Exempt Employees 2

SECTION II - PERSONNEL FILES..... 2

A. File Limitations..... 2

SECTION III – EVALUATIONS..... 3

A. Probationary Employees..... 3

B. Permanent Employees..... 3

SECTION IV - HOURS, OVERTIME, AND ALLOWANCES..... 4

A. Work Year 4

B. Standard Workweek and Workday for Non-Exempt Employees 4

C. Alternative Work Week 4

D. Meal Period for Non-Exempt Employees 4

E. Rest Period..... 5

F. Call-Back Pay for Non-Exempt Employees..... 5

G. Call-In Time for Non-Exempt Employees..... 5

H. Overtime for Non-Exempt Employees..... 5

I. Hours/Days of Work for Exempt Employees 6

J. District-Initiated Flexible Work Assignment 6

SECTION V – HOLIDAYS 6

A. Board Approved Holidays 6

B. State/Federal Holidays..... 7

SECTION VI – VACATION 7

A. Amount of Vacation Earned..... 7

SECTION VII - LEAVES..... 8

A. Leave Notifications	8
B. Sick Leave.....	8
C. Entitlement to Other Sick Leave	9
D. Medical Appointments	9
E. Pregnancy Disability Leave	9
F. Family and Medical Care Leave	10
G. Reasons for Leave	10
H. Amount of Leave.....	10
I. Employee Benefits While on Leave	11
J. Use of Other Accrued Leaves While on Leave	11
K. Certification and Intermittent Leave	11
L. Employee Notice of Leave	12
M. Reinstatement Upon Return From Leave	12
N. Request for Leave	12
O. Industrial Accident or Illness Leave	12
P. Bereavement Leave	13
Q. Jury Duty	14
R. Military Leave	14
S. Unpaid Parental Leave	14
T. Personal Necessity Leave.....	14
U. Personal Business Leave	15
V. Catastrophic Leave Donation Program.....	16
W. Leave of Absence (Voluntary).....	16
X. Break in Service.....	16
SECTION VIII – PAY AND ALLOWANCES	16
A. Regular Pay	16

B. Educational Recognition Pay	16
C. Longevity Increases.....	17
D. Compensation During Training	17
E. Salary on Promotion	17
F. Salary upon Reclassification	17
G. Payroll Adjustments.....	17
H. Lost Warrants.....	17
I. Meals, Mileage, and Lodging	17
J. Bilingual Stipend	17
K. Employee Achievement Awards	18
L. Compensation for Working Out-of-Classification Within the Group	18
M. Compensation for Working Out-of-Classification Outside the Group.....	18
SECTION IX - EMPLOYEE EXPENSES AND MATERIALS	18
A. Uniforms	18
B. Safety Footwear.....	19
C. Safety Glasses	19
D. Non-Owned Automobile Insurance	20
E. Physical Examinations.....	20
SUBSECTION IX- COLLEGE POLICE SERGEANT.....	20
A. Cost of Uniforms	20
B. Uniform Allowance	21
C. Personal Property	21
D. Lunch Period	21
E. Rest Periods	21
SECTION X - HEALTH AND WELFARE BENEFITS.....	22
A. General Provisions	22

B. Premium Costs.....	22
C. Income Protection Insurance (Long-term Disability).....	23
D. Vision Insurance.....	23
E. Cash-in-Lieu-of Benefit Program.....	23
F. Insurance Rebate.....	23
G. Physical Examination.....	24
H. Medical Insurance for Eligible Retirees.....	24
SECTION XI – TRANSFERS AND PROMOTIONS.....	24
A. Definition of Terms.....	24
B. Types of Transfers.....	24
C. Position Vacancies for Which There is a Recruitment.....	25
D. Consideration of Applicants.....	25
E. Mileage Compensation During Temporary Assignments.....	25
SECTION XII - RECLASSIFICATION.....	25
A. Reclassification.....	25
B. Reclassification Decision.....	26
C. Appeal Process - Recommendation to Deny.....	26
D. Appeal Process - Recommendation to Approve.....	26
E. Recommendation to the Superintendent/President and Board of Trustees.....	26
F. Reclassification Implementation:.....	27
SECTION XIII – DISCRIMINATION.....	27
A. Discrimination Prohibited.....	27
SECTION XIV - CONTRACTING OUT.....	27
A. Contracting Out Provisions.....	27
SECTION XV - LAYOFF AND REEMPLOYMENT.....	27
A. Notification.....	27

B. Layoff	28
C. Reduction in Hours and Demotions.....	28
D. Bumping Rights	28
E. Layoff in Lieu of Bumping	28
F. Reemployment Rights.....	28
G. Retirement in Lieu of Layoff	28
H. Notification of Reemployment Opening.....	29
I. Employee Notification to District	29
J. Seniority Roster	29
SECTION XVI - WORK PLACE SAFETY.....	29
A. District Compliance.....	29
B. Reporting Unsafe Conditions.....	29
C. Safety Committee	29
D. Drug and Alcohol	30
SECTION XVII - PROFESSIONAL GROWTH.....	30
A. Professional Growth Procedures.....	30
B. District Reimbursement.....	30
C. Academic Degrees beyond Associate Level.....	31
D. District Required Training.....	31
SECTION XVIII - LEAVE OF ABSENCE FOR RETRAINING AND STUDY.....	31
A. Leave of Absence	31
B. Granting a Leave of Absence	31
C. Performing Services During Leave.....	31
D. Compensation During Leave.....	32
SECTION XIX - PARKING PERMITS.....	32
A. Issued Parking Permits.....	32

B. Stolen Permits.....	32
SECTION XIX - EARLY RETIREMENT OPTIONS	32
A. Early Retirement Incentive	32
B. Reduced Workload	32
APPENDIX A – SALARY SCHEDULE – July 1, 2017	34
APPENDIX B – SALARY SCHEDULE – July 1, 2016	35
APPENDIX C – SALARY SCHEDULE – July 1, 2015	37
APPENDIX D – BOARD POLICIES	39
BP 7380 RETIREMENT BENEFIT POLICY	39
BP 7240 SUPERVISORY/CONFIDENTIAL EMPLOYEES	50
AP 7240 SUPERVISORY/CONFIDENTIAL EMPLOYEES	52

SECTION I – RECOGNITION

A. Supervisory/Confidential Employees

1. Upon the recommendation of the superintendent/president, the board of trustees shall designate classified employees to Supervisory/Confidential positions in accordance with the laws, rules, and regulations of the State of California and with the regulations of the California Public Employment Relations Board and in accordance with district policies and procedures and approve those positions to be supervisory or confidential. Likewise, the board of trustees shall approve job descriptions of all supervisory and confidential positions.
2. Supervisory employees, regardless of job description, have the authority to plan, organize, and direct activities and projects related to their area of responsibility and have the responsibility to assign work to, direct, and evaluate subordinate personnel.
3. Supervisory employee” means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend this action, if, in connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.
4. Confidential employee means any employee who is required to develop or represent management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.
5. “Confidential employee” means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions.
6. Supervisory/Confidential employees are not eligible for inclusion in a bargaining unit represented by an exclusive representative, and no collective bargaining agreement controls the terms and conditions of their employment. Supervisory/Confidential employees shall be compensated in the manner set by the board upon the recommendation of the superintendent/president. Supervisory/Confidential employees shall further be entitled to health and welfare benefits made available by action of the board upon recommendation by the superintendent/president.
7. Procedures developed by the superintendent/president provide the terms and conditions of employment for Supervisory/Confidential employees. Such terms and conditions of employment shall include, but not be limited to, procedures for evaluation and rules regarding leaves, transfers, and reassignments.
8. A person serving in a management position, senior management position, or a confidential position may not be represented by an exclusive representative. Any person serving in such a position may represent himself or herself individually or by an employee organization whose membership is composed entirely of employees designated as holding those positions, in his or her employment relationship with the public school employer, but, in no case, shall such an organization meet and negotiate with the public school employer. A representative may not be permitted by a public school employer to meet and negotiate on any benefit or compensation paid to persons serving in a management position, senior management position or a confidential position.

B. Exempt and Non-Exempt Employees

The district designates the following positions as Supervisory/Confidential:

Supervisory	Range	Confidential	Range
*Purchasing Supervisor	3	*Executive Assistant to the Superintendent/President and the Board of Trustees	1
*Maintenance Supervisor	3	*Budget Analyst	1
*Accounting Supervisor	3	*Coordinator, Employee Relations/Classification	4
*Technical Service Supervisor	4	*Coordinator, Human Resources/Professional Development	4
*Auxiliary Accounting Supervisor	4	*Coordinator, Recruitment	4
*College District Police Sergeant	5	Executive Secretary (Office of Superintendent/President)	10
*Payroll Supervisor	6	Technical Services Specialist	16
*Landscape Supervisor	6		
*Campus Graphics Supervisor	6		
*Operations Supervisor	7		
*Supervisor, Custodial Services	9		

* Indicates exempt status in accordance with FLSA regulations.

SECTION II - PERSONNEL FILES

A. File Limitations

1. The official personnel file of each Supervisory/Confidential employee shall be maintained in the district's Human Resources department.
2. The official personnel file shall be limited to the inclusion of copies of each official performance evaluation, notice of employment or change in status, official commendations when noted in or attached to the performance evaluation, reprimands and warnings when attached to an official reprimand, and such other documents which may be deemed appropriate by the district.
3. Employees shall be provided with copies of any written material ten (10) workdays before it is placed in the employee's official personnel file. An employee is entitled to respond to the material within those ten (10) workdays. The written response shall be attached to the material. Within the ten (10) working days, an employee may request, in writing, a meeting with the director of human resources, regarding the material. An employee may use up to one (1) hour of duty time to prepare a response to the material, scheduled with the approval of their immediate supervisor.
4. Supervisory/Confidential employees shall receive reasonable release time to examine the contents of his/her official personnel file. A Supervisory/Confidential employee, upon request to the director of human resources, may receive a copy of any document in their official personnel file.
5. All Supervisory/Confidential employee personnel files shall be kept in confidence in the Human Resources department and shall be available for inspection only by authorized employees of the district in the proper administration of the district's affairs or the supervision of the employee. Other personnel may be allowed access with the written permission of the employee. The district shall keep a log of the persons with the exception of the personnel administration who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee. The log shall be maintained in the employee's personnel file.

6. Any materials placed in the personnel file shall contain the date on which such material was originated and the name of the person who originated the document.
7. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the district.

SECTION III – EVALUATIONS

A. Probationary Employees

1. New employees of the district shall serve a one-year probationary period before becoming permanent.
2. Probationary Supervisory/Confidential employees shall be evaluated four (4) times during the initial probationary period during the 3rd, 6th, and 9th month of their assignment, except for extenuating circumstances, and then at their one year scheduled evaluation period.
3. Employees who have been employed by the district for one year or more but who are promoted or transferred shall serve a probationary period of six (6) months in the new position. Employees shall be evaluated two (2) times during the six month probationary period, usually during the 3rd month of their assignment, and again prior to the completion of their six month probationary period.
4. Any employee who is unsuccessful in passing a promotional probationary period because of the employee's performance shall have reversion rights to his/her former or equivalent position. If neither the employee's previous position nor an equivalent position is available, the employee will have the right of first refusal to the next opening in an equivalent position. Upon reverting back to his/her former or equivalent position, the employee shall receive the former salary, work hours, and monthly assignment.

B. Permanent Employees

1. Permanent Supervisory/Confidential employees will be evaluated annually using the Employee Evaluation Report A form and may be evaluated more frequently as deemed necessary by the employee's immediate supervisor.
2. The Classified Performance Evaluation Instructions & Guide is the only guide to be used in completing the evaluation.
3. The evaluation will be based upon the observation and/or investigation by the evaluator. Evaluations will be done only by the employee's immediate supervisor as defined in number 5 below. If the current immediate supervisor has not been in this position for at least half of the evaluation period, the evaluation will be done in consultation with the next line level supervisor.
4. Any evaluation with an "improvement needed" or "unsatisfactory" rating in any category shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
5. For evaluation purposes, "immediate supervisor" is defined as the lowest level supervisor/manager assigned to supervise the employee. In the absence of the immediate supervisor/manager, the next line level supervisor will serve as the evaluator.
6. No evaluation of any employee shall be placed in any personnel file without the opportunity for discussion between the employee and the evaluator. Each Supervisory/Confidential employee shall be required to sign a copy of the evaluation, which shall be retained by the district. The

immediate supervisor shall provide a signed copy of the evaluation to the Supervisory/Confidential employee.

7. The Supervisory/Confidential employee's signature on the evaluation does not necessarily signify agreement with the evaluation. A Supervisory/Confidential employee not in agreement with the evaluation shall have the right to respond to such evaluation in writing within ten (10) working days from the date the employee received evaluation from his/her immediate supervisor.

SECTION IV - HOURS, OVERTIME, AND ALLOWANCES

A. Work Year

1. The normal work year shall begin on July 1 and end twelve (12) months later on June 30.

B. Standard Workweek and Workday for Non-Exempt Employees

1. The standard workweek for full-time employment shall be five (5) consecutive days, determined by the district as not less than thirty-seven (37) hours per week. The standard workday for full-time Supervisory/Confidential employees shall consist of not less than seven (7) nor more than seven and one half (7.5) hours per day, exclusive of the unpaid lunch period as determined by the district. Employees are required to report for duty at the assigned time.

C. Alternative Work Week

1. Any alternative work schedule for a Supervisory/Confidential employee must not adversely affect the normal operations of his/her department. Fiscal neutrality and a continued or improved level of service must be maintained. Any alternative schedule must adhere to the guidelines of this section.
2. A full-time Supervisory/Confidential employee and his/her immediate supervisor with the approval of the cabinet-level administrator and the superintendent/president and in consultation with human resources may agree to a permanent or temporary alternative work schedule that is not less than 37 hours per week.
3. No additional shift differential stipends will be generated and overtime or compensatory time off will not be granted unless hours worked exceed the scheduled workweek.
4. Employees not working a standard work week during a week in which there is a district holiday will revert back to a standard work week.
5. For purposes of calculating leave time used during an alternative schedule, accrued leave days will be converted to hours when used.

D. Meal Period for Non-Exempt Employees

1. Supervisory/Confidential employees working more than five (5) consecutive hours per day shall be entitled to an unpaid, uninterrupted meal period of not less than thirty (30) minutes nor more than one (1) hour.
2. The time scheduled for the meal period shall be assigned by the employee's immediate supervisor.
3. An employee required to work during his or her lunch period shall receive a full, uninterrupted lunch period during the workday, or overtime.

E. Rest Period

1. All Supervisory/Confidential employees who work four (4) hours or more per day shall be granted paid rest periods at the rate of fifteen (15) minutes for each four (4) hours of work in any one workday.
2. Rest periods shall be scheduled by the employee's immediate supervisor and normally shall be approximately at the midpoint of a four-hour shift.
3. Employees working less than four (4) hours per day shall not be entitled to a scheduled rest period.
4. A rest period of a total of thirty (30) minutes for employees working full-time may be scheduled by mutual agreement of the employee and their supervisor.
5. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
6. Rest breaks shall not be used to shorten the workday or to lengthen the meal period.

F. Call-Back Pay for Non-Exempt Employees

1. Supervisory/Confidential employees who are called back when off duty and required to report for duty at the work site shall receive a minimum of two (2) hours pay at the appropriate rate unless the employee has worked his/her normal shift and is still on district property.
2. If the time so worked runs into the employee's regular scheduled work shift, the two (2) hour minimum shall not be payable, but the employee shall receive payment for the actual time worked, payable in multiples of fifteen (15) minutes of working time at the appropriate rate.

G. Call-In Time for Non-Exempt Employees

1. Supervisory/Confidential employees who are called in to work on a non-duty day and required to report for duty at the work site shall receive a minimum of two (2) hours pay at the appropriate hourly rate, provided at least two (2) hours have elapsed since the completion of the employee's last work shift assignment or previous call-back period.

H. Overtime for Non-Exempt Employees

1. Overtime should be approved in advance by the employee's supervisor.
2. Overtime is ordered and authorized working time in excess of seven and one-half (7.5) hours Mondays through Thursday and seven (7) hours on Friday or thirty-seven (37) hours in one work week. No employee's assignment shall be changed for the sole purpose of avoiding overtime.
3. This overtime provision does not apply to employees working a four-day workweek, nine and a quarter (9.25) hours a day, unless the employee works more than thirty-seven (37) hours per week.
4. An employee who works authorized overtime shall be paid at a rate equal to one and one-half (1.5) times the employee's regular rate of pay for the amount of overtime worked or, when mutually agreed, receive compensatory time off at a rate equal to one and one-half (1.5) times the amount of overtime worked.
5. Employees working four (4) hours or more per day shall be paid for overtime on the sixth (6th) and seventh (7th) days of work at one and one-half (1.5) the regular rate of pay.
6. All properly authorized overtime shall be submitted on the designated classified district overtime authorization form and shall be signed by the immediate supervisor.
7. Employees required to work on designated holidays (Section 5) shall be paid at a rate of one and one-half (1.5) times the regular hourly rate in addition to the regular hourly rate of pay for the holiday.
8. Overtime of less than fifteen (15) minutes shall not be credited; all overtime shall be reported and credited in multiples of fifteen (15) minutes of working time.

9. Compensatory time off shall be granted within twelve (12) months from the month in which it was earned. When employees schedule vacation time, the employee shall use accrued compensatory time before accrued vacation time.

I. Hours/Days of Work for Exempt Employees

1. Work Year
 - a. Positions assigned to the Supervisory/Confidential Salary Schedule are assigned on a 12-month work year basis.
2. Work Day
 - a. The work day is typically 8 hours per day.
3. Work Week
 - a. The work week is typically 5 days per week.
 - b. It is understood that the demands of an exempt position will often require more than eight (8) hours a day and/or forty (40) hours per work week. It is also recognized that an exempt employee may be required to work a sixth and/or seventh consecutive day.
4. For the purpose of calculating daily or hourly rates, 40 hours per week will be used.

J. District-Initiated Flexible Work Assignment

1. At the request of his/her supervisor based on an as-needed, specific work assignment, a full-time employee has the option to work flexible work hours provided the work schedule is not less than thirty-seven (37) hours per week. This agreement shall be in writing and an agreement for any flexible assignment more than a day shall be forwarded to the director of human resources.

SECTION V – HOLIDAYS

A. Board Approved Holidays

1. The Board agrees to provide fifteen (15) paid holidays to Supervisory/Confidential employees as follows:
 - a. Independence Day Holiday
 - b. Labor Day Holiday
 - c. Veterans Day Holiday
 - d. Thanksgiving Day Holiday
 - e. The Day after Thanksgiving
 - f. Christmas Eve Holiday
 - g. Christmas Day Holiday
 - h. New Year's Eve Holiday
 - i. New Year's Day Holiday
 - j. Martin Luther King Day Holiday
 - k. Lincoln's Day Holiday
 - l. Washington's Day Holiday
 - m. Spring Holiday
 - n. Memorial Day Holiday
 - o. Birthday Floating Holiday (in lieu of California Admission Day)

Employees are entitled to a birthday floating holiday to be taken within the fiscal year (July 1-June 30).The birthday holiday will be scheduled at a time which is mutually agreeable to the employee and their immediate supervisor.

B. State/Federal Holidays

1. Every day appointed by the Governor as a day for a public fast, thanksgiving, or holiday shall be a paid holiday for eligible Supervisory/Confidential employees if the Governor provides that the community college shall close. Every day appointed by the President as a public fast, thanksgiving, or holiday, shall be a paid holiday for eligible Supervisory/Confidential employees unless it is a special or limited holiday.
2. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. The district shall publish a calendar on or before July 1 of each year specifying the calendar date of observance of each of the foregoing holidays.
3. To be eligible for holiday pay the employee must be in a paid status on the scheduled working day immediately preceding or succeeding the holiday. Supervisory/Confidential employees who are not normally assigned to duty during the Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, or Spring Holiday, shall be paid for those holidays providing the employee was in a paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

SECTION VI – VACATION

A. Amount of Vacation Earned

1. Supervisory/Confidential employees serving in full-time positions shall earn paid vacation for every month of paid service according to the following schedule and shall adhere to guidelines provided in this handbook.
2. Effective July 1, 2006 the vacation allocation was approved by the board of trustees to be as follows:
 - 0-9 years 1 ¼ days per month = 15 days annually
 - 10-14 years 1 ½ days per month = 18 days annually
 - 15 + years 1 ¾ days per month = 21 days annually
4. Vacation benefits are earned on a fiscal year basis July 1 through June 30.
5. A Supervisory/Confidential employee in a position of less than twelve months each year or less than full time shall earn vacation on a pro-rata basis.
6. Such vacation leave shall be credited monthly based on the above accrual rates per month worked.
7. Earned vacation shall become a vested right of the employee upon completion of the initial six months of employment. For new employees who have not completed their initial six months, vacation may not be used before it is earned unless otherwise approved by the director of human resources.
8. Employees who are permitted to use vacation in advance may not take more days than the employee earns during the current fiscal year.
9. Classified Leave Request Form: The same form used by classified bargaining unit employee's shall be used by Supervisory/Confidential employees to request vacation leave and shall be submitted to the immediate supervisor as much in advance as possible and then forwarded to the Human Resources department for processing.
10. Supervisory/Confidential employees and their immediate supervisor shall schedule vacations at times convenient to the employee and consistent with the needs of the district.

11. If there is any scheduling conflict between employees as to when vacations shall be taken, preference shall be given in the order the classified leave request forms are received by the immediate supervisor.
12. Any potential change in plans by the employee will be communicated to the immediate supervisor as soon as possible and the proper forms filled out and processed if the change should occur.
13. When a holiday falls during the scheduled vacation of an employee, such employee shall be granted regular pay for the holiday without deduction from credited vacation.
14. An employee in a Supervisory/Confidential position may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.
15. If a Supervisory/Confidential employee's vacation becomes due during a period when the employee is on leave due to illness or injury, the employee may request that the vacation date be changed or may request to carry over the vacation or receive compensation in accordance with number 16 below.
16. Vacation earned but not taken during the fiscal year in which it is earned may be carried over for a period not to exceed one additional fiscal year. Excess vacation days (earned days beyond a two year accrual) not taken by June 30 shall be paid for at the Supervisory/Confidential employee's current rate of pay. Prior to June 30, upon mutual agreement between the supervisor and employee, approval may be granted for vacation to be carried over, in lieu of payment, beyond the one-year limitation stated above.
17. When a Supervisory/Confidential employee separates from district employment and has taken a district granted vacation that was not yet earned at the time of termination of service, the district shall deduct from the employee's final check the full amount of salary paid for such unearned day of vacation taken.
18. Vacation pay upon separation: When an employee in Supervisory/Confidential position separates from the college, the employee is entitled to all vacation pay earned and accumulated up to and including the effective date of separation, except that employees who have not completed six (6) months of employment shall not be entitled to such compensation.

SECTION VII - LEAVES

A. Leave Notifications

1. The employee is required to notify his/her immediate supervisor when he/she will be absent. Notification to the supervisor does not authorize the absence. In the event the absence was not authorized in advance, a leave form must be completed, signed, and given to your supervisor immediately upon return to work. Failure to comply with the procedure above may result in ineligibility for paid leave and may be considered an unauthorized absence.

B. Sick Leave

1. Sick leave utilization, unless otherwise provided in this article, shall be for personal injury, legally established quarantine, an employee who is a victim of domestic violence, sexual assault, or stalking. Employees of the group employed by the district full time, five (5) days per week, and twelve (12) months per fiscal year shall be entitled to twelve (12) days leave absence for illness or injury, exclusive of days they are not required to render service. "Day," as used in this handbook means the employee's regularly assigned work day, exclusive of overtime. Employees employed less than five days a week, less than a full day, or less than a full fiscal year are

entitled to that portion of twelve (12) days leave of absence for illness or injury as their employment relates to full-time employment.

2. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
3. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the district shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six months of active service with the district.
4. If an employee has not taken the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year. The employee may convert unused sick leave to retirement credit in accordance with the Government Code if the employee is filing a request for retirement.
5. In order to be eligible for paid sick leave, employees of the group absent due to illness or injury should notify their immediate supervisor of the anticipated duration of the illness as soon as practicable and by the beginning of the work shift, but in no instance later than one hour after the start of any work shift except in extenuating circumstances.
6. In case of chronic absenteeism, employees of the group requesting paid sick leave may be required at the discretion of the district to provide a medical statement on a form provided by the district and signed by a licensed California physician. Any medical costs shall be borne by the employee.
7. Employees of the group absent due to injury or illness or absent for three or more consecutive assigned work days may be required to submit to the immediate supervisor a medical release signed by a licensed California physician before being permitted to return to work. If the required medical release is required but not submitted by the employee, such leave will be without pay.
8. Employees of the group shall be required to submit to medical examination by a district appointed physician at district expense at the discretion of the district.
9. Kin Care: Employees may use up to one-half of their annual accrual of sick leave for the illness or injury of a parent, child, spouse, or domestic partner, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law. This section may be used in conjunction with Section T (Personal Necessity Leave) for a maximum of thirteen (13) earned sick days.

C. Entitlement to Other Sick Leave

1. Upon exhaustion of all accumulated paid sick leave an employee who continues to be sick shall be entitled to the balance of a maximum of one hundred (100) days of sick leave per fiscal year at fifty percent (50%) of their salary. The one hundred (100) days are tracked concurrently with paid sick leave. These days of additional sick leave are not accumulative from year to year. This sick leave is exclusive and cannot be used in conjunction with any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. If qualified, the employee may apply for the catastrophic leave donation program explained in Section V below.

D. Medical Appointments

1. When possible, it is the responsibility of the group employees to schedule all medical and dental appointments during non-duty hours.

E. Pregnancy Disability Leave

1. Employees may be entitled to four (4) months of unpaid pregnancy disability leave. Pregnancy disability leave shall not be used for childcare, preparation for childcare, or child rearing, but

shall be limited to medical disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions. The district will require an employee to exhaust sick leave during her pregnancy disability leave. The employee may also request use of her vacation leave and any other paid leave credits she has to receive compensation for the remaining unpaid portion of her leave.

F. Family and Medical Care Leave

1. The district will provide family and medical care leave for eligible employees as required by State and Federal law. The following provisions set forth employee's rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" in this section shall mean leave pursuant to the FMLA and CFRA.
2. An employee is eligible for leave if the employee:
 - a. Has been employed for at least twelve (12) months; and
 - b. Has been employed for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave.

G. Reasons for Leave

1. Leave is permitted for only the following reasons:
 - a. The birth of a child or to care for a newborn of the employee.
 - b. The placement of a child with the employee in connection with the adoption or foster care of a child.
 - c. Leave to care for a child, parent, spouse, domestic partner, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law who has a serious health condition.
 - d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
 - e. Leave for a qualifying exigency arising out of the fact that the employee's spouse, child or parent is on covered active duty or called to active duty status in the Armed Forces.
 - f. Leave to care for a spouse, domestic partner, child, parent, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law, or "next of kin" who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the employee's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

H. Amount of Leave

1. Eligible employees are entitled to a total of twelve (12) workweeks of leave (or 26 weeks to care for a covered service member) during any twelve (12) month period.
2. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions during the twelve (12) week period.
3. If leave is requested to care for the employee him/herself, child, parent, spouse, domestic partner, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law with a serious health condition, there is no minimum amount of leave that must be

taken. However the notice and medical certification provisions of this article must be complied with. In any case in which the parents who are husband and wife are both employed by the Allan Hancock Joint Community College District and are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled will be limited to twelve (12) workweeks during any twelve (12) month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (or 26 weeks to care for a covered employee). This limitation does not apply to any other type of leave under this policy.

4. "Twelve (12) month period" means the twelve (12) month period measured from July 1-June 30 of each year.

I. Employee Benefits While on Leave

1. Leave under this section is unpaid after other applicable paid leave is exhausted. Any applicable paid leave is counted toward the twelve (12) week allowance. While on leave, an employee will continue to be covered by the district's group health insurances which will include medical, dental, and income protection insurances to the same extent that coverage is provided while the employee is on the job. However, an employee will not continue to be covered under the district's non-health benefit plans which includes TSA, life insurance, and other non-health benefit plans unless an employee makes the appropriate contributions for continued coverage. An employee may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
2. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the district shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of serious health condition which would entitle the employee to leave, or because of circumstances beyond the employee's control.
3. The district shall have the right to recover premiums through deduction from any sums due to the employee from the district (such as unpaid wages, vacation pay, etc.) as per written agreement.

J. Use of Other Accrued Leaves While on Leave

1. If an employee requests leave for any reason permitted, he/she must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

K. Certification and Intermittent Leave

1. The district will require an employee who requests leave to provide written certification on a form approved by the district from the health care provider of the individual requiring care. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential function of his/her position. An employee need not, but may at the employee's option, identify the serious health condition involved.
2. Employees who request leave to care for a covered service member who is a child, spouse, domestic partner, parent, parent-in-law, sibling, grandchild, or grandparent as defined in any applicable state and federal law or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.
3. The first time a group employee requests leave because of a qualifying military duty orders, the employee is required to provide the district with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered

military member is on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the district if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.

4. If the district has reason to doubt the validity of a certification, the district may require a medical opinion of a second health care provider chosen by the district. If the second opinion is different from the first, the district may require the opinion of a third provider jointly approved by the district and the employee. The opinion of the third provider will be binding.
5. If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

L. Employee Notice of Leave

1. Although the district recognizes that emergencies arise which may require an employee to request immediate leave, an employee is required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) day notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be given orally. If the district determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the district may delay the granting of the leave until it can, at its discretion; adequately cover the position with a substitute.
2. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

M. Reinstatement Upon Return From Leave

1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced or to an equivalent or comparable position.
2. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee shall obtain and present a fitness-for-duty certification on a form approved by the district from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of restoration.

N. Request for Leave

1. Employees must fill out the following applicable forms in connection with leave under this section. These forms enable the district to satisfy its record keeping obligations:
 - a. Request for Family or Medical Leave to establish eligibility
 - b. Medical Certification - either for the employee's own serious health condition or the serious health condition of a child, parent, or spouse
 - c. Authorization for Payroll Deductions for Benefit Plan Coverage Continuation
 - d. Fitness for Duty to Return from Leave Certification

O. Industrial Accident or Illness Leave

1. Employees of the group who sustain an illness or injury arising directly out of and in the course and scope of their employment, shall be eligible for a maximum of sixty working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence. Payment for wages lost on any day

shall not, when added to an award granted under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days overlap into the next fiscal year, the employee shall be entitled to only the amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury. Employees shall upon demand of the district, endorse to the district workers' compensation checks issued in the name of the employee. The district, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

2. 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, accumulated sick leave, vacation or other applicable paid leave will be used in full day increments for each day of industrial accident or illness absence. If, however, the employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, the employee shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave, which when added to the worker's compensation award, provides a regular day's pay at the employee's regular rate of pay.
3. Any time an employee on industrial accident or illness leave is able to return to work, he/she may be reinstated to his/her class without loss of status or benefits. An employee returning to work after an industrial accident or illness shall be required to submit a medical release to the district and may at district option be required to submit to a physical examination, at district expense, by a district appointed physician. An employee who is unable to return to work when all available leave has been exhausted shall be released from employment and be placed on a reemployment list for a period of thirty-nine (39) months. Upon receiving and presenting to the district a full medical release, signed by a licensed California physician, the employee shall be employed in the first vacant position in the class of his/her previous assignment over all other available candidates, except for those employees on a reemployment list established because of layoff in which case the employee shall be listed in accordance with Education Code Section 8812.
4. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the district authorizes travel outside the state.

P. Bereavement Leave

1. The district agrees to grant necessary leave of absence with pay at the employee's regular rate of pay for three days, or five days if travel is out of state, or over 300 road miles one way is required, on account of the death of any member of the immediate family of an employee. Members of the immediate family shall mean the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, step-son, or step-daughter of the employee, or legal ward or a child of a person standing in loco parentis, or any relative living in the immediate household of the employee.
2. Employees of the group may request permission of their immediate supervisor to be absent without pay or use accrued vacation leave or accrued compensatory time on account of the death of any relative who is not a member of the immediate family.

3. Employees shall when practicable be required to contact their immediate supervisor or department office not later than four (4) hours after the start of the first regular work shift of absence to request bereavement leave unless there are extenuating circumstances.
4. Employees shall be required to complete an absence verification form provided by the district upon return from bereavement leave and may be required to provide proof of eligibility such as a newspaper obituary notice or death certificate for bereavement leave benefits as may be required by the district.
5. In the event of a death of any present or past district employee where the funeral or memorial service is held locally during work hours, the employee may take one and one half (1.5) hours of bereavement absence without loss of salary or deduction from accrued leave to attend the service.

Q. Jury Duty

1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. If the employee is paid for jury duty by the court, the employee shall endorse the check to the district and deliver to the Human Resources department. The district shall then pay the employee his or her regular salary. Any meals, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
2. Any day during which an employee who is assigned to an evening shift and who is required to serve any part of a day(s) shall be relieved from work with pay for that day(s).
3. Employees are required to report for work during any day or portion of a day equal to or greater than one-half (1/2) of the work shift in which jury duty services are not required. In such instances the employee shall be required to work a number of hours which when added to the jury duty time (including a reasonable driving time) will equal a full work day for the employee (including lunch and break time). The district may require verification of jury duty time before or after providing jury duty compensation.

R. Military Leave

1. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

S. Unpaid Parental Leave

1. An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of child rearing or preparation for childbearing. Such leave shall be no longer than twelve (12) consecutive months and may be granted at the discretion of the district upon giving the district four (4) weeks' notice prior to the anticipated date on which the leave is to commence. Denials of unpaid leave shall not be arbitrary or capricious.

T. Personal Necessity Leave

1. Employees of the group may use a maximum of seven (7) days of sick leave in any fiscal year for personal necessity purposes. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave entitlement shall not exceed the number of full days of unused sick leave to which the employee is entitled. Personal necessity leave may be granted for the following reasons:
 - a. Death of a member of the immediate family of the employee when additional leave is required beyond that provided in the bereavement provisions of this section. For purposes of personal necessity immediate family shall be defined in the same manner as in the bereavement provisions in this section except that one day of personal necessity

- leave shall be allowed for the death of a niece, nephew, aunt or uncle of the employee or employee's spouse or domestic partner, per death.
- b. Accident, involving the employee's person or property, or the person or property of an employee of his/her immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
 - d. Illness of a member of the immediate family of an employee.
 - e. Absence for mother and/or father on the occasion of childbirth, and absence for mother and/or father to meet legal compliance for adoption.
 - f. Other emergency or personal necessity involving essential employee welfare which is substantiated by the employee and approved by the district.
2. The employee shall submit a request for personal necessity leave approval on a district approved form to his/her immediate supervisor not less than two (2) work days prior to the beginning of the date of leave except for the purposes specified above or where extenuating circumstances make such notice impracticable. If the circumstances of personal necessity make it impractical for the employee to obtain advance authorization for personal necessity leave, the employee, must contact the immediate supervisor as soon as practicable, but, in no instance, later than two (2) hours after the start of the employee's regular work shift, provide reasons for the requested absence, and attempt to gain approval from the supervisor. The district, at its discretion, may waive the above requirement when it deems an emergency existed which made it impossible for the employee to comply with the notification procedure.

U. Personal Business Leave

1. Permanent employees and probationary employees who have completed six (6) months of service may request a paid personal business leave of absence for reasons not enumerated elsewhere in this handbook. Paid personal business leave shall not exceed one (1) working day in any fiscal year to be used in increments of not less than one-half workday. Paid personal business leave shall be non-accumulative and shall be for personal business matters which demand the employee's attention and which cannot reasonably be attended to during off-duty hours.
2. In no event shall personal business leave be utilized for any of the following reasons:
 - a. Political activities or demonstrations
 - b. Vacation, recreation or social activities
 - c. Employee Association activities
 - d. Routine personal activities
 - e. Job search or investigation
 - f. Any form of concerted activities, including work stoppage.
3. An employee requesting use of paid personal business leave shall submit a written request on a district approved form not less than two (2) days prior to the date of requested absence.
4. The employee shall not be required to state the specific nature of the business if the employee feels that the matter is personal, but shall be required to state that a personal situation exists and that the leave is not being utilized for any of the foregoing enumerated items.
5. The immediate supervisor may reject a request for paid personal business leave when in the judgment of the immediate supervisor the absence of the employee will seriously affect work production, the operation of the department, or where more than one employee in the department has requested leave on the same date.
6. Where more than one employee requests leave on a given date, the immediate supervisor shall give consideration to the requests in the order received.

V. Catastrophic Leave Donation Program

1. An employee must have completed probation in order to participate in or donate to the catastrophic leave program. An employee may donate earned vacation in one day increments to the catastrophic leave program and may donate up to five earned vacation days per fiscal year.
2. Process for Participation
 - a. The employee must submit a request to participate in the catastrophic leave program to the director of human resources. The director of human resources may require the employee to provide verification to support the catastrophic leave request.
 - b. An employee may be eligible to receive catastrophic leave donations for his/her catastrophic event or for the catastrophic event of the employee's spouse, domestic partner, parent, or child(ren).
 - c. The director of human resources will determine whether the employee meets the requirements for catastrophic leave.
 - d. An employee may use up to thirty (30) work days of catastrophic leave donations per catastrophic event.
3. Process for Donation
 - a. All catastrophic leave donations are irrevocable.
 - b. Employees making catastrophic leave donations must maintain a balance of at least five (5) days of earned vacation after donation.
 - c. Excess catastrophic leave donations shall be maintained in the catastrophic leave bank for future use.
 - d. The director of human resources will notify the coordinator, employee relations and classification when employee catastrophic leave requests are received. The coordinator will notify all eligible staff of the request for catastrophic leave donations.

W. Leave of Absence (Voluntary)

1. When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the district and the employee.

X. Break in Service

1. No absence under any paid leave provisions of this section shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

SECTION VIII – PAY AND ALLOWANCES

A. Regular Pay

1. The salary schedule listed in Appendix A shall be increased by agreed upon salary increases.

B. Educational Recognition Pay

1. All employees who have earned an associate's degree from an accredited college/university shall receive an annual payment of \$250. All employees who have earned a bachelor's degree from an accredited college/university shall receive an annual payment of \$500. Only one degree shall be recognized for this provision. Annual payments shall be made to employees who are active employees of the district on June 30th of each year. There shall be no proration of this pay for employees who terminate employment prior to June 30th of each year.

C. Longevity Increases

1. Employees on the Supervisory/Confidential employees Salary Schedule hired by the district as regular confidential and supervisory employees shall receive longevity based on a one-year work period after the final step of the range is reached.
2. Longevity increases shall be based on a one-year cycle and calculated at an increment of 1.25% against the base salary for each longevity period.
3. Longevity increments are not automatic but are contingent upon satisfactory work performance and the recommendation of the superintendent/president.

D. Compensation During Training

1. If district approved training, initiated by either employee or their supervisor, takes place during regular working hours there will be no loss of pay or benefits to the employee. Attendance at district approved training must be preapproved by the employee's supervisor.

E. Salary on Promotion

1. An employee who is promoted to a position allocated a higher salary range shall be placed on the appropriate salary step so that the employee will receive not less than a five percent (5%) salary increase except that no employee shall be placed beyond the last step of the range.

F. Salary upon Reclassification

1. An employee who is in a position that is reclassified to a position in a higher salary range shall be placed on the appropriate salary step at which the employee will receive not less than a five percent (5%) salary increase. In no event shall an employee receive less than the lowest step or more than the highest step of the salary range of the new classification.

G. Payroll Adjustments

1. Underpayment: Any payroll error resulting in insufficient payment for an employee in the group shall be corrected, and a supplemental check issued, not later than five (5) working days after it has been determined that a payroll error has been made.
2. Overpayment: Any payroll error resulting in an overpayment for an employee in the group shall be corrected, and repayment arrangements made using the Repayment of Overpayment Authorization form.

H. Lost Warrants

1. Any warrant for an employee in the group which is lost after receipt by the district or which is not delivered within five (5) days of mailing, if mailed, shall be replaced upon notification as soon as possible upon any available district funds.

I. Meals, Mileage, and Lodging

1. The district shall reimburse employees for expenses of meals, mileage, and lodging incurred during the conduct of authorized district business at the rates established by the board for such purposes.

J. Bilingual Stipend

1. Employees who are required by the district to orally translate in Spanish to English and/or English to Spanish, and who are proficient in Spanish as determined by a district selected and administered examination, shall receive an additional \$50.00/month stipend. The district reserves the right to reevaluate the payment of this stipend at least once a year. Employees

who translate Spanish to English and/or English to Spanish on an occasional, casual or incidental basis shall not be eligible for this stipend.

K. Employee Achievement Awards

1. The district will provide an annual program of monetary awards for valuable suggestions, services, or accomplishments to one (1) Supervisory/Confidential employee. The amount of this monetary award will be \$200.

L. Compensation for Working Out-of-Classification Within the Group

1. An employee shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as provided in this section.
2. No out-of-class assignment shall be offered to the employee by the supervisor without prior approval of Human Resources. This approval will include confirmation of duties and pay.
3. An employee who is required to perform duties inconsistent with their job description for more than five (5) working days shall have their salary adjusted upward by at least five percent (5%) for the entire period he/she is required to perform duties inconsistent with their job description.
4. If an employee is assigned to perform duties found in a job description in a higher classification, the employee shall advance to the first step in the salary range in that higher classification that affords them at least five percent (5%) salary increase for the higher classification duties they are temporarily performing for the entire period they are performing those higher duties.
5. The employee working outside of classification but within the group may, in consultation with the supervisor, voluntarily return to his/her permanent position prior to the completion of the assignment.
6. A temporary pay increase for the purpose of working out of classification shall have no bearing on an employee's request for reclassification.

M. Compensation for Working Out-of-Classification Outside the Group

1. Any permanent employee may accept an assignment within the district outside of the group, to an interim faculty or administrative position. During service in such a position, the employee will remain a member of the Supervisory/Confidential group. The employee will receive all benefits and compensations afforded the interim position.
2. The employee working outside of the group may, in consultation with the supervisor, voluntarily return to his/her permanent position prior to the completion of the interim assignment.

SECTION IX - EMPLOYEE EXPENSES AND MATERIALS

A. Uniforms

1. The district shall pay the full cost of the purchase, lease, rental, cleaning, and maintenance of uniforms if required by the district to be worn by Supervisory/Confidential employees. Supervisory/Confidential employees required by the district to wear uniforms will be responsible for replacing them if lost.
2. Supervisory/Confidential employees listed in the positions below may wear uniforms during working hours:
 - a. Maintenance Supervisor
 - b. Landscape Supervisor
 - c. Operations Supervisor
 - d. Supervisor, Custodial Services (Evening)

B. Safety Footwear

1. Appropriate foot protection or safety footwear shall be required for Supervisory/Confidential employees who are exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions, which may cause injuries or who are required to work in abnormally wet locations. (California Code of Regulations, Title 8, section 3385(a) Foot Protection)
2. Protective and appropriate footwear for employees shall meet OSHA standards and conform to the performance requirements and specifications in American Society for Testing and Materials (ASTM) F 2412-05 and Standard Test Methods for Foot Protection, and ASTM F 2413-05.
3. Supervisory/Confidential employees listed in the positions below are required to wear safety footwear during working hours:
 - a. Maintenance Supervisor
 - b. Landscape Supervisor
 - c. Operations Supervisor
 - d. Supervisor, Custodial Services (Evening)
 - e. Campus Graphics Supervisor
4. Either the district or individual Supervisory/Confidential employee can request a review to determine if safety footwear is appropriate for their position. Final determination will be made via consultation between the Supervisory/Confidential employee and their supervisor.
5. Safety footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn. (California Code of Regulations, Title 8, section 3385(b) Foot Protection.). A request by the Supervisory/Confidential employee for replacement of safety footwear that may be defective and/or no longer effective shall be made to their immediate supervisor.
6. Required safety footwear will be paid for by the district. If the cost is in excess of \$125.00 the employee will be responsible for paying the balance. Safety footwear shall be purchased from a designated vendor selected by the district.

C. Safety Glasses

1. Supervisory/Confidential employees who are required by the district to wear safety glasses shall be provided an allowance for such glasses by the district.
2. Supervisory/Confidential employees listed in the positions below are required to wear safety glasses during working hours:
 - a. Maintenance Supervisor
 - b. Landscape Supervisor
 - c. Operations Supervisor
 - d. Supervisor, Custodial Services (Evening)
 - e. Campus Graphics Supervisor
3. Employees working in locations where there is a risk of receiving eye injuries, such as punctures, abrasions, contusions, or burns as a result of contact with flying particles, hazardous substances, projections, or injurious light rays which are inherent in the work or environment, shall be safeguarded by means of face or eye protection. Suitable screens or shields isolating the hazardous exposure may be considered adequate safeguarding for nearby employees. (California Code of Regulations, Title 8, section 3382)
4. Employees who do not wear prescription glasses will be provided with appropriate eye protection as approved by the Santa Barbara County SIPE safety officer.
5. Employees who do wear prescription glasses will be provided with appropriate eye protection that can be worn over the prescription lenses without disturbing the proper position, fit, or

usefulness of the prescription lenses. Appropriate eye protection will be the type approved by Santa Barbara County SIPE safety officer.

6. Employees who do wear prescription glasses, whose proper position, fit, or usefulness is impeded by eye protection worn over prescription lenses as provided above will be provided with prescription safety glasses from a vendor selected by the district and approved by the Santa Barbara County SIPE safety officer.
7. The employee who must wear prescription safety glasses will provide the lens prescription at no cost to the district.
8. The district will replace prescription safety glasses once every two (2) years or at an earlier date if the employee's lens prescription changes or if the glasses are damaged on the job. Work related damage must be verified by the district. The employee will be responsible to replace lost safety glasses and prescription safety glasses at employee's expense.

D. Non-Owned Automobile Insurance

1. The district agrees to provide secondary coverage for personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business. The employee must provide primary insurance coverage and must provide the district with a copy of a valid driver's license and proof of insurance.

E. Physical Examinations

1. The district agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

SUBSECTION IX- COLLEGE POLICE SERGEANT

A. Cost of Uniforms

1. The cost of the purchase of uniforms, equipment, identification badges, emblems, shoulder patches, badge patches, and business cards required by the district shall be fully paid by the district.
2. The cost of embroidering a Supervisory/Confidential employee's name on all uniform shirts shall be fully paid by the district, whether the district or the Supervisory/Confidential employee owns the shirts.
3. The district agrees to provide the following initial uniform and equipment items for all new Supervisory/Confidential employees hired as College District Police Sergeant prior to their starting date:
 - a. One (1) pair Class A uniform pants;
 - b. Two (2) pairs Class B uniform pants;
 - c. One (1) Class A blue long sleeve uniform shirt;
 - d. Two (2) Class B blue short sleeve uniform shirts;
 - e. One (1) Class C uniform shirt;
 - f. One (1) gold tie bar;
 - g. One (1) navy blue hat/cap;
 - h. One (1) district authorized metal badge and ID card issued by the police department;
 - i. One (1) pair of black work boots.
4. Equipment items: The following items shall be purchased and maintained by the district and will remain the property of same. Upon termination of employment, the below items shall be returned to the district:
 - a. One (1) nylon duty belt + liner belt;
 - b. One (1) key holder silent or regular;
 - c. Four (4) belt keepers;

- d. One (1) double handcuff case;
- e. Two (2) pair of handcuffs;
- f. One (1) rechargeable flashlight with AC charger and holder;
- g. One (1) mace/pepper spray and holder;
- h. One (1) collapsible baton and holder or Koga baton and holder;
- i. One (1) radio holder;
- j. Soft Body Armor, Level III A or higher threat level (the safety vest may include a hard and soft trauma plate);
- k. Raingear (Jacket, shirt, pants);
- l. Gun holster;
- m. Duty Weapon;
- n. Double magazine pouch;
- o. Three (3) magazines for the primary duty weapon;
- p. One (1) Black uniform Jacket (All weather jacket w/ liner);
- q. One (1) district authorized metal badge and ID card issued by the police department.

B. Uniform Allowance

1. For the purchase and maintenance of required uniforms, equipment, work boots, and rain gear, Supervisory/Confidential employees will receive an annual allowance of \$725. The \$725 allowance pertains to police officers only. Newly hired Supervisory/Confidential employees shall commence receiving the uniform allowance after successful completion of a one year probationary period.

C. Personal Property

1. Personal property, which is destroyed or damaged in the course of employment, shall be repaired or replaced by the district within sixty (60) calendar days from the date the employee submitted a claim to the district.
2. Personal property are those items necessary during job-related activities. Items include, but not limited to uniforms, eye glasses, personal mobile phone, and watches.
3. Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.
4. The total payable claims for prescription eye glasses shall not exceed \$200 per occurrence. The total payable claims for watches shall be \$50 per occurrence and \$200 per occurrence for mobile phone.
5. The procedure for the repair or replacement of damaged personal property shall be the same for district property as described in the AHJCDPD Policy Manual.

D. Lunch Period

1. Lunch Period: All Supervisory/Confidential employees covered by this Section for the district Police Department shall be given a paid lunch period at an undesignated time as part of their workday. It is understood that as this lunch period is paid, the Supervisory/Confidential employee shall still be required to answer urgent calls to service during his/her lunch period. The Supervisory/Confidential employee shall be allowed to go off campus, but no more than four (4) miles from the campus.

E. Rest Periods

1. All Supervisory/Confidential employees shall be granted rest periods, which, insofar as reasonable, shall be in the middle of each full-time work period in the morning and afternoon, at the rate of fifteen (15) minutes. The Supervisory/Confidential employee shall be allowed to go off campus, but no more than four (4) miles.

2. Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day. Rest periods shall not be applied to any time owed the district that is to be made up.
3. Rest periods are part of the regular work day and shall be taken during the regular work day and compensated at the regular rate of pay for the Supervisory/Confidential employee.

SECTION X - HEALTH AND WELFARE BENEFITS

A. General Provisions

1. The district reserves the right to select a carrier to provide claims administration and services at appropriate benefit levels. The district will consult with the Supervisory/Confidential group in considering the selection of a carrier. All contemplated changes in carrier and individual plans shall be discussed with the Allan Hancock College Staff Benefits Committee prior to implementation. Supervisory/Confidential employees shall have one (1) representative on that committee.
2. The district reserves the right to determine the basis for establishing equivalency in considering individual carrier plans.
3. All health and welfare benefits covered under this section will be prorated for employees who work less than full-time, but twenty (20) hours or more per week.
4. "Full-time employment" is defined as employment for thirty-seven (37) hours per week in a position requiring nine (9) months or more service each year when the position is designated as full time by the district.
5. "Eligibility" shall be defined as all employees assigned and working twenty (20) hours or more per week.

B. Premium Costs

1. Prior to implementing any new premium costs through payroll deductions, the district will meet with Supervisory/Confidential employees to consider alternatives such as revisions to coverage including but not limited to deductibles and kinds and levels of service, in order to reduce the cost of insurance.
2. *Health/Medical Benefits:* For each eligible Supervisory/Confidential employee and dependent, the district will make a monthly contribution for health insurance through SISC or alternative coverage. A prescription drug plan and an Employee Assistance Plan (EAP) are included.
3. The district is not obligated to pay any increase in premium cost after September 30, 2016. Any increase in cost shall be borne by the Supervisory/Confidential employee through payroll deduction. Effective October 1, 2016, the district will pay \$340.00 per month for single coverage, \$673.00 per month for two-party coverage, and \$953.00 per month for family coverage. The difference in cost between the insurance plan selected and the district contribution will be paid for by the individual Supervisory/Confidential employee through payroll deduction.
4. Health/medical insurance for the eligible Supervisory/Confidential employees is mandatory unless an employee submits proof of coverage elsewhere.
5. *Dental Insurance:* The district shall provide each eligible Supervisory/Confidential employee and dependents a monthly district contribution for dental insurance through the district self-insurance dental plan.
6. The district is not obligated to pay any increase in dental insurance premium cost after September 30, 2016. Any increase in cost shall be borne by the Supervisory/Confidential employee through payroll deduction. Effective October 1, 2016, the district will pay \$53.12 per

month for single coverage, \$100.44 per month for two-party coverage, and \$140.64 per month for family coverage. The employee will pay any additional cost through payroll deduction.

7. Each eligible employee of the Supervisory/Confidential group is required to have district provided dental insurance.
8. *Life Insurance*: The district will provide each eligible Supervisory/Confidential employee paid life insurance with a maximum benefit upon death of \$6,000, including accidental death and dismemberment, and a paid decreasing term life insurance with accidental death and dismemberment.
9. Each eligible employee of the Supervisory/Confidential group is required to have district provided life insurance.

C. Income Protection Insurance (Long-term Disability)

1. For each eligible Supervisory/Confidential employee the district will pay \$0.225 per \$100 of payroll for Income Protection Insurance (long-term disability).
2. Each eligible employee of the Supervisory/Confidential group is required to have district provided income protection insurance.

D. Vision Insurance

1. Effective January 1, 2013, the district shall provide each eligible Supervisory/Confidential employee a monthly district contribution for vision insurance through the district vision plan.
2. The district will pay a premium cost up to \$5.67 per month for single coverage. The district is not obligated to pay any increase in the premium cost. Any increase in cost shall be borne by the Supervisory/Confidential employee through payroll deduction.
3. Vision insurance for the Supervisory/Confidential employee is mandatory unless an employee submits proof of coverage elsewhere.

E. Cash-in-Lieu-of Benefit Program

1. An employee who waives District medical insurance with proof of other insurance shall receive a cash-in-lieu of benefit as outline below:

Employee Only	\$1,498.00 paid over twelve (12) months
Employee Plus One Dependent:	\$1,362.70 paid over twelve (12) months
Employee Plus Two or More Dependents	\$1,248.20 paid over twelve (12) months

F. Insurance Rebate

1. If any insurance premium costs decrease, or if any premium costs remain static and the district receives a distribution resulting from a credit, dividend, refund, or similar mechanism, the amount of the distribution which is the Supervisory/Confidential's share at the time of the cost decreases or distribution shall be placed in an account to be used solely for the purpose of offsetting future premium increases until the account is exhausted.
2. The amount of the distribution as defined above, shall be used to offset increases for health/medical insurance, dental insurance, life insurance, and income protection insurance unless the account is exhausted.
3. Insurance premiums in effect on October 1, 2016 or changed as a result of meet and confer, will be used as the base from which to determine increases in premium cost from which to draw against the account.

G. Physical Examination

1. The Board agrees to ongoing annual \$300 wellness payment to be made in the November 30 paycheck without turning in reimbursement forms.

H. Medical Insurance for Eligible Retirees

1. All medical insurance for eligible retirees will be provided in accordance to Board Policy 7380.

SECTION XI – TRANSFERS AND PROMOTIONS

A. Definition of Terms

1. *Reassignment*: A reassignment is a change in an employee's assignment within the same department and within the same class.
2. *Transfer*: A transfer is a change in an employee's assignment from one department to another within the same class or a change to a position in a similar or related class with the same salary range.
3. *Promotion*: A promotion is a change in the permanent assignment of an employee from a position in one class after a recruitment process to a vacant position in another class with a higher salary range.
4. *Demotion*: A demotion is a change in the permanent assignment of an employee from a position in one class to a vacant position in another class with a lower salary range.

B. Types of Transfers

1. *Voluntary Transfer/Demotion*: Any employee of the Supervisory/Confidential group may request a transfer at any time. A request for a transfer or voluntary demotion shall be made in writing to the director of human resources and shall include the number of work hours the Supervisory/Confidential employee is willing to accept, the specific position or classification requested, and the number of months the Supervisory/Confidential employee is willing to work. Said requests shall remain on file in the office of human resources for a period of twelve (12) months. Such requests may include transfer to a vacant position with a lower maximum salary rate and/or to a position with fewer months of work.
2. As long as the salary range is the same, a transfer may also include an increase or decrease in the number of months worked. An employee will not be transferred to a position with fewer months of work, unless the employee has requested an assignment with fewer months of work. A change in assignment within the same class and within the same department does not constitute a transfer.
3. *Involuntary Transfers*: A transfer of any employee without their agreement whether temporary or permanent at any time.
4. *Administrative Transfer*: A Supervisory/Confidential employee may be transferred on a temporary or permanent basis at any time. Such transfer shall be necessary to meet the needs of the district. The affected Supervisory/Confidential employee shall be given notice five (5) workdays prior to the final decision in order to schedule a meeting to discuss the transfer if the Supervisory/Confidential employee requests the meeting.
5. *Medical Transfers*: When the required determination has been made pursuant to state and federal law that a permanent employee is medically unable to satisfactorily perform his/her regular job class duties because of illness or injury, the district may give alternate work when the same is available that is within the employee's capabilities. The transfer or reassignment, if any, shall be as follows:

- a. The employee's duties in his/her regular position may be altered in accordance with the capabilities of the employee. Such change in duties may require reclassification if the change in duties is permanent.
- b. The employee may accept demotion or transfer to a less demanding class or assignment.

C. Position Vacancies for Which There is a Recruitment

1. *Posting of Notice:* When a new Supervisory/Confidential position is created or an existing Supervisory/Confidential position becomes vacant and is to be filled, a notice of vacancy shall be posted on the AHC Web site and other appropriate venues for a period of not less than five (5) workdays.
2. Any employee in the Supervisory/Confidential group may apply for transfer or promotion to that position.
3. *Notice Contents:* The job vacancy notice shall include: The job title; a brief description of the position and duties; the minimum qualifications for the position; the assigned job site; the number of hours per day if less than full time; the normal assigned work shift, days per week, and months per year assigned to the position. The salary range and the deadline for filing to fill the vacancy shall be included.
4. *Filing:* An employee in the Supervisory/Confidential group may file for the vacancy by submitting the appropriate application form to the Human Resources department within the filing period.

D. Consideration of Applicants

1. *Transfers* - Supervisory/Confidential employees who apply for a transfer or voluntary demotion to a vacancy and meet the minimum qualifications will be given an opportunity for an interview and will be required to take any tests which are required under the Human Resources department procedures.
2. *Promotions* - All Supervisory/Confidential employees who apply for a promotion will be required to take any tests which are required under the Human Resources department procedures and will be considered along with other applicants for the position if all required application materials are submitted before the closing date.
3. Selection shall be made on the basis of merit including, but not limited to, such factors as skill, knowledge, personal qualifications, and potential for growth. Final decision on selection to fill vacancies shall be made by the district.

E. Mileage Compensation During Temporary Assignments

1. Any employee required to work at a work site on temporary assignment which is more than five (5) miles from his/her normal work site, shall be compensated for the total mileage difference between his/her normal work site and his/her temporary work site at the amount as established by the Internal Revenue Service for reimbursement for mileage up to twelve (12) months. Employees are required to submit the appropriate reimbursement claim to the business services office at the end of each month of temporary service.

SECTION XII - RECLASSIFICATION

A. Reclassification

1. Supervisory/Confidential employee shall submit a request for reclassification to their supervisor.
2. In order to be eligible for a reclassification study, a Supervisory/Confidential employee must have completed his or her probationary period.

3. Any request for reclassification may be submitted by the supervisor to the Human Resources department any time during the fiscal year.
4. During reclassification study, the employee may request out-of-class compensation.
5. Approved reclassifications will become effective upon a mutually agreed upon date.
6. A denial of the request for reclassification shall not prohibit the Supervisory/Confidential employee's eligibility to apply for a reclassification in the following fiscal year.
7. As part of the reclassification process, the immediate supervisor shall provide feedback on the reclassification within 15 days of submitting the request to the Human Resources department.

B. Reclassification Decision

1. The director of human resources shall send written notification to the Supervisory/Confidential employee and his or her immediate supervisor of the recommendation.
2. The employee receiving a recommended reclassification shall be given a written copy of the revised job description including title and salary range within 30 days after submission by supervisor.
3. The director of human resources shall make a recommendation to the superintendent/president to approve or deny each request for reclassification.

C. Appeal Process - Recommendation to Deny

1. A Supervisory/Confidential employee receiving a recommendation to deny his/her request for reclassification may file a written appeal to the director of human resources within ten (10) working days of receipt of the recommendation.
2. The director of human resources may interview the Supervisory/Confidential employee and other appropriate parties in its consideration of the appeal.
3. The director of human resources shall respond, in writing, to the Supervisory/Confidential employee with the recommendation regarding the appeal. A copy shall be sent to the immediate supervisor and Supervisory/Confidential employee within 30 days.
4. If, following the appeal, the director of human resources does not recommend approval of a request for reclassification, the district shall determine whether the Supervisory/Confidential employee will be considered for out of classification compensation or revert back to or maintain their original job description.

D. Appeal Process - Recommendation to Approve

1. A Supervisory/Confidential employee receiving a recommendation for an approved reclassification can request one (1) meeting with the director of human resources to review the revised job description, title, and salary range for the purpose of clarification and/or modification.
2. After the Supervisory/Confidential employee's questions and/or comments are taken under consideration by the director of human resources, he/she shall respond, in writing, to the Supervisory/Confidential employee with the recommendation regarding the appeal. A copy shall be sent to the immediate supervisor and Supervisory/Confidential employee within 30 days.

E. Recommendation to the Superintendent/President and Board of Trustees

1. The director of human resources shall present the recommendations to the superintendent/president.
2. The superintendent/president shall make his/her recommendation for reclassification and shall direct written notification to the Supervisory/Confidential employee, immediate supervisor, and director of human resources.

3. If the superintendent/president recommends approval of a request for reclassification, the Human Resources department shall prepare the board agenda item for consideration by the board of trustees.
4. If the board of trustees approves the request for reclassification, the Human Resources department shall ensure the necessary forms and appropriate documents are prepared.
5. If the superintendent/president does not recommend approval of a request for reclassification, the district shall determine whether the Supervisory/Confidential employee will be considered for out of classification compensation or revert back to his or her original job description.

F. Reclassification Implementation:

1. The salary range of the Supervisory/Confidential employee in a position which is reclassified shall be placed within the existing salary schedule (SS-40).
2. The Supervisory/Confidential employee's evaluation and salary step advancement date, for purposes of step increases and longevity, shall not change.

SECTION XIII – DISCRIMINATION

A. Discrimination Prohibited

1. No employee in the group shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinion or affiliations, union affiliation, ethnic group identification, race, color, religion, gender, national origin, ancestry, age, disability, medical condition, status as a military veteran, marital status, sexual orientation, or any other legally protected category. Refer to board policy for more information.

SECTION XIV - CONTRACTING OUT

A. Contracting Out Provisions

1. The district is authorized to contract out services currently or customarily performed by the employees as allowed in Ed Code 88003.1 and Public Contract Code 20655 and 20656.
2. Notice to Supervisory/Confidential: In the event the district is considering contracting out services currently or customarily performed by the employees, the district will notify the Supervisory/Confidential group.
3. Such notice shall be given sufficiently in advance to allow for discussion, if necessary, unless in the case of emergency as defined in Ed code.
4. If Education Code Section 88003.1 is modified, the amended code shall supersede the above. If Education Code Section 88003.1 is repealed, the entire section will be deleted from the handbook and replaced with the following language:
 - a. The district agrees that it will meet and confer with the Supervisory/Confidential employees before deciding to contract out work normally and customarily performed by employees if contracting out would displace a Supervisory/Confidential employee.

SECTION XV - LAYOFF AND REEMPLOYMENT

A. Notification

1. In accordance with established law, the district will provide advanced notice and an opportunity to meet with the employee regarding the decision to layoff.

2. If the district is not eliminating a position, the district agrees to provide advanced notice and an opportunity to meet regarding the reduction of the positions' scheduled work hours, as well as the effects of any such reduction.

B. Layoff

1. Layoff shall occur only for lack of work or lack of funds.
2. When, as a result of a reduction or elimination of the service being performed by any department, Supervisory/Confidential employees shall be subject to layoff for lack of work, affected employees shall be given written notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff.
3. Nothing herein provided shall preclude a layoff for lack of funds in the event of actual and existing financial inability to pay salaries of Supervisory/Confidential employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the board, without the notice required by subdivisions.

C. Reduction in Hours and Demotions

1. Employees who take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall receive the same reemployment rights as employees who are laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.

D. Bumping Rights

1. An employee laid off or reduced from his/her present class may bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff/reduction

E. Layoff in Lieu of Bumping

1. An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this handbook.

F. Reemployment Rights

1. Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in seniority order of layoff. Their reemployment in the class shall take precedence over any new employment in the class.
2. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Transfers and Promotions section of this handbook for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities.
3. Supervisory/Confidential employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the Supervisory/Confidential employee, returned to their former position at the time of layoffs.

G. Retirement in Lieu of Layoff

1. Any employee in the Supervisory/Confidential group may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within five (5) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the district for this purpose.
2. The employee shall then be placed on a thirty-nine (39) month reemployment list.

3. The district agrees that when an offer of reemployment is made to an eligible person retired under this section, and the district receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
4. An employee subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment up to and equal to that from which laid off, shall be deemed to be permanently retired.
5. Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

H. Notification of Reemployment Opening

1. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the district of an opening in their previous position. Such notice shall be sent by certified mail to the last address given the district by the employee, which shall acquit the district of its notification responsibility.

I. Employee Notification to District

1. An employee shall notify the district of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee does not accept the reemployment, the employee's eligibility on the reemployment list shall terminate.

J. Seniority Roster

1. The district shall maintain an updated seniority roster indicating employee's length of service. Such roster shall be provided to Supervisory/Confidential employees at least forty-five (45) days prior to any layoff.

SECTION XVI - WORK PLACE SAFETY

A. District Compliance

1. The district shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

B. Reporting Unsafe Conditions

1. Any time an employee encounters an unsafe condition on the job, the affected employee(s) should file a report regarding the possible unsafe condition through the plant services work order system on the myHancock portal. Alternatively, the employee may complete the Safety Hazard/Suggestion Report Form also available on the myHancock portal.
2. The Supervisory/Confidential group is represented on the Safety Committee, and may provide input to any investigation.
3. No employee shall be in any way retaliated against as a result of reporting any condition believed to be a violation of this section.

C. Safety Committee

1. The district Safety Committee shall include proportional representation from the Supervisory/Confidential group. The committee shall review health, safety, sanitation and working conditions to insure compliance with state and federal regulations. The committee shall make recommendations to the district concerning improvements in health, safety, sanitation, and working conditions.

2. Release Time: The employees on the committee shall be allowed reasonable release time to attend meetings of the committee or related activities.

D. Drug and Alcohol

1. This section shall only apply to employees in positions identified by Board Policy 6950 and Administrative Procedure 6950.
2. Prohibited conduct may result in disciplinary action up to and including termination in accordance with the established procedures.
3. Any drug/alcohol treatment and/or rehabilitation cost shall be borne by the employee if such cost is not covered by the district medical insurance plan as provided by Section X, Health and Welfare Benefits.
4. Any leave approved by the district for alcohol/drug treatment and/or rehabilitation during the employee's contract year shall be in accordance with Section VII Leaves, and shall be taken from the employee's sick leave if sick leave is available.

SECTION XVII - PROFESSIONAL GROWTH

A. Professional Growth Procedures

1. On either a reduced pay or an adjusted work schedule basis, an employee may submit a request for permission to take a college course during his/her regularly scheduled work day to the immediate supervisor with final approval by the director of human resources. Approval of such a request shall be contingent upon the following conditions:
 - a. The course will improve the employee's service to the district.
 - b. Additional funds will not be required.
 - c. Classes taken during regular work hours must meet the following conditions:
 - i. The absence of the employee will not adversely affect the normal working operations of his/her department.
 - ii. The class will improve the employee's service to the district; or,
 - iii. The class is required for the degree the employee is seeking;
 - iv. Adjusted hours will be made up on the same day they are taken;
 - d. Two (2) or more employees will not take classes on an adjusted work schedule basis, and be gone from the work group at the same time.
 - i. When two (2) employees in the same work group have applied for the same hours of release time, the employee with the most seniority will have priority.
 - ii. The maximum number of adjusted work hours per week which may be allowed will be determined by the district.
 - e. The amount of reduced pay shall be proportionate to the time taken from the regular workweek. Employees shall be allowed to take classes at Allan Hancock College during their assigned lunch break provided the classes do not interfere with the assigned work schedule.

B. District Reimbursement

1. The district shall reimburse the employee for the registration fees, unit fees, cost of books, and required materials for all classes taken at Allan Hancock College. Reimbursements for employee expenses shall be made upon completion of the class with a grade of "P" (Pass), "C" or better and upon presentation of a receipt and completion of the reimbursement claim form. The claim will be submitted to the Human Resources department for processing.

C. Academic Degrees beyond Associate Level

1. Employees pursuing academic degrees beyond the associate level shall be reimbursed the cost of tuition and enrollment fees upon completion of courses with a grade of "C" or better, and upon presentation of receipt for said costs and completion of the reimbursement claim form which is submitted to the business services department for processing. Reimbursement shall be limited to \$1,000 per employee per fiscal year in which the course(s) are completed and a yearly fiscal collective total of a maximum of \$6,000 for the group.

D. District Required Training

1. Time spent in taking an Allan Hancock College course which is necessary for the performance of an employee's job and which the employee's supervisor directs him/her to take, with approval from the appropriate district vice president and the director of human resources, will be considered part of the employee's regular work schedule. Approval of such request shall be contingent upon the following conditions:
 - a. The course is necessary for providing or improving district services.
 - b. Additional funds will not be required for substitute help.
 - c. No more than one course or four units, whichever is greater, can be taken in any one semester or term.
 - d. The district will pay the enrollment fee and the cost of instructional materials including required textbooks.
 - e. The absence of the employee will not adversely affect the normal working operations of his/her department.

SECTION XVIII - LEAVE OF ABSENCE FOR RETRAINING AND STUDY

A. Leave of Absence

1. The governing board may grant an employee a leave of absence not to exceed one (1) year for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the district.
2. The governing board may provide that such a leave of absence shall be taken in separate six-month periods or in any other appropriate periods, rather than for a continuous one-year period; provided, that the separate periods of leave of absence shall be commenced and completed within a three-year period.

B. Granting a Leave of Absence

1. No leave of absence shall be granted under this article to any employee for study purposes who has not rendered service to the district for at least seven consecutive years, or for retraining purposes who has not rendered service to the district for at least three consecutive years preceding the granting of the leave.
2. The governing board may prescribe standards of service which shall entitle the employee to the leave of absence.
3. Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this section.

C. Performing Services During Leave

1. Every employee granted a leave of absence may be required to perform such services during the leave as the governing board of the district and the employee may agree upon in writing. The

employee shall receive such compensation during the period of the leave as the governing board and the employee may agree upon in writing, which compensation shall not be less than the difference between the salary of the employee on leave and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. However, in lieu of such difference, the board may pay one-half of the salary of the employee on leave or any additional amount up to and including the full salary of the employee on leave.

D. Compensation During Leave

1. Compensation granted by the governing board to the employee on leave may be paid on a monthly basis. The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were working in the district, upon the furnishing by the employee of a suitable bond indemnifying the governing board of the district against loss in the event that the employee fails to render at least two years' service in the employ of the governing board following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two years' service is caused by the death or physical or mental disability of the employee. If the governing board finds, and by resolution declares, that the interests of the district will be protected by the written agreement of the employee to return to the service of the district and render at least two years' service therein following his return from the leave, the governing board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

SECTION XIX - PARKING PERMITS

A. Issued Parking Permits

1. Annually, employees will receive one parking permit at no cost authorized for use at the Santa Maria and Lompoc campuses.
2. A second permit may be issued for motorcycle or vehicle for \$10.00.

B. Stolen Permits

1. All employees will be responsible for contacting campus security if their permit is lost or stolen.

SECTION XIX - EARLY RETIREMENT OPTIONS

A. Early Retirement Incentive

1. In the event the district offers early retirement incentives, Supervisory/Confidential employees will be given the same incentives as classified service employee association members.

B. Reduced Workload

1. All reduced workload benefits shall be in accordance with Education Code 88038 as noted below.

88038. Notwithstanding any other provision of this part, the governing board of a community college district may establish regulations which allow their classified employees to reduce their workload from full-time to part-time duties.

The regulations shall include, but shall not be limited to, the following, if classified employees wish to reduce their workload and maintain retirement benefits pursuant to Section 20819 of the Government Code:

- a. The classified employee shall have reached the age of 55 prior to reduction in workload.
- b. The classified employee shall have been employed full time in a classified position for at least 10 years of which the immediately preceding five years were full-time employment.
- c. During the period immediately preceding a request for a reduction in workload, the classified employee shall have been employed full time in a classified position for a total of at least five years without a break in service.
- d. The option of part-time employment shall be exercised at the request of the classified employee and can be revoked only with the mutual consent of the employer and the classified employee.
- e. The classified employee 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 classified employment.
- f. The classified employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time classified employee.
- g. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the classified employee's contract of employment during his or her final year of service in a full-time classified position.
- h. The period of the part-time classified employment shall not exceed five years.
- i. The period of the part-time classified employment shall not extend beyond the end of the school year during which the classified employee reaches his or her 70th birthday.

APPENDIX A – SALARY SCHEDULE – July 1, 2017

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT SUPERVISORY/CONFIDENTIAL EMPLOYEES SALARY SCHEDULE JULY 1, 2017

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>
1	97,998	102,898	108,043	113,445	119,117	125,073
2	93,331	97,998	102,898	108,043	113,445	119,117
3	88,887	93,331	97,998	102,898	108,043	113,445
4	84,654	88,887	93,331	97,998	102,898	108,043
5	80,623	84,654	88,887	93,331	97,998	102,898
6	76,784	80,623	84,654	88,887	93,331	97,998
7	73,127	76,784	80,623	84,654	88,886	93,330
8	69,645	73,127	76,784	80,623	84,653	88,886
9	66,329	69,645	73,127	76,783	80,622	84,653
10	63,047	66,199	69,509	72,984	76,633	80,465
11	60,341	63,358	66,526	69,852	73,345	77,012
12	57,645	60,527	63,553	66,731	70,068	73,571
13	54,940	57,687	60,571	63,600	66,780	70,119
14	52,234	54,846	57,588	60,467	63,490	66,665
15	49,536	52,013	54,614	57,345	60,212	63,223
16	46,833	49,175	51,634	54,216	56,927	59,773
17	44,133	46,340	48,657	51,090	53,645	56,327
18	41,427	43,498	45,673	47,957	50,355	52,873

SS-40
08/14/2017

<u>Supervisory</u>	<u>Range</u>	<u>Confidential</u>	<u>Range</u>
*Maintenance Supervisor	3	*Executive Assistant to the Superintendent/President and the Board of Trustees	1
*Purchasing Supervisor	3	*Budget Analyst	1
*Accounting Supervisor	3	*Coordinator, Employee Relations/Classification	4
*Auxiliary Accounting Supervisor	4	*Coordinator, Human Resources/Professional Development	4
*Technical Services Supervisor	4	*Coordinator, Recruitment	4
*College District Police Sergeant	5	Executive Secretary (Office of Superintendent/President)	10
*Campus Graphics Supervisor	6	Technical Services Specialist	16
*Payroll Supervisor	6		
*Landscape Supervisor	6		
*Operations Supervisor	7		
*Supervisor, Custodial Services	9		

(*) Indicates exempt status in accordance with FLSA regulations.

STEP INCREASES

Annual step movement is not automatic, but contingent upon satisfactory work performance and the recommendation of the superintendent/president.

LONGEVITY INCREASES

Employees on the Supervisory/Confidential employees Salary Schedule hired by the district as regular confidential and supervisory employees shall receive longevity based on a one-year work period after the final step of the range is reached.

Longevity increases shall be based on a one-year cycle and calculated at an increment of 1.25% against the base salary for each longevity period.

Longevity increments are not automatic but are contingent upon satisfactory work performance and the recommendation of the superintendent/president.

APPENDIX B – SALARY SCHEDULE – July 1, 2016

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
SUPERVISORY/CONFIDENTIAL EMPLOYEES SALARY SCHEDULE
JULY 1, 2016

1.02% COLA

Range	Step A	Step B	Step C	Step D	Step E
1	66,329	69,645	73,127	76,783	80,622
2	63,047	66,199	69,509	72,984	76,633
3	60,341	63,358	66,526	69,852	73,345
4	57,645	60,527	63,553	66,731	70,068
5	54,940	57,687	60,571	63,600	66,780
6	52,234	54,846	57,588	60,467	63,490
7	49,536	52,013	54,614	57,345	60,212
8	46,833	49,175	51,634	54,216	56,927
9	44,133	46,340	48,657	51,090	53,645
10	41,427	43,498	45,673	47,957	50,355

SS-40
07/01/2016

<u>RANGE</u>	<u>TITLE</u>
1	Administrative Assistant to the Superintendent/President and the Board of Trustees Budget Analyst Purchasing Supervisor
2	Maintenance Supervisor Campus Graphics Supervisor
3	Accounting Supervisor Auxiliary Accounting Supervisor Payroll Supervisor Coordinator, Employee Relations/Classification Coordinator, Human Resources/Professional Development Coordinator, Recruitment College District Police Sergeant Landscape Supervisor
4	Operations Supervisor
5	Executive Secretary III to the Associate Superintendent Vice President, Finance/Administration Supervisor, Custodial Services (Evening) Executive Secretary I - (Office of Superintendent/President)
6	None
7	None
8	Technical Services Specialist
9	None
10	None

Annual step movement is not automatic, but contingent upon satisfactory work performance and the recommendation of the superintendent/president.

Longevity Increases

1. Employees on the Confidential and Supervisors Salary Schedule hired by the district as regular confidential and supervisory employees prior to September 5, 1993, shall receive longevity steps (2.1 percent of base pay) which will be factored in one year for each three years worked as regular district employees beginning the first year after Column E is reached. Longevity steps accumulate, but no more than one additional step per year may be granted
2. Employees on the Confidential and Supervisors Salary Schedule hired by the district as regular confidential and supervisory employees after September 5, 1993, shall receive longevity steps (2.1 percent of base pay) which will be factored at the end of each full two-year work period after the final step of the range is reached.
3. Longevity increases (2.1 percent of base pay) granted on or after January 1, 2000, will be based on a full two-year work period after the final step of the range is reached, except for employees hired by the district as regular confidential and supervisory employees prior to September 5, 1993. For those employees, any longevity service accumulated prior to January 1, 2000, will continue to be recognized by longevity increases each year based on three- year intervals until the number of longevity increases equals one-third of the number of total years of district service. Thereafter, future longevity increases will be on the two-year cycle.
4. Longevity is calculated at an increment of 2.1% against the base salary for each longevity period.
5. Longevity increments are not automatic but are contingent upon satisfactory work performance and the recommendation of the superintendent/president.

APPENDIX C – SALARY SCHEDULE – July 1, 2015

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT
CONFIDENTIAL AND SUPERVISORS SALARY SCHEDULE
JULY 1, 2015

.85%
COLA

<u>RANGE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
1	65,659	68,942	72,389	76,008	79,808
2	62,410	65,531	68,808	72,248	75,860
3	59,732	62,719	65,855	69,148	72,605
4	57,063	59,916	62,912	66,058	69,361
5	54,385	57,104	59,959	62,957	66,105
6	51,707	54,292	57,007	59,857	62,850
7	49,036	51,488	54,062	56,765	59,603
8	46,360	48,678	51,112	53,668	56,351
9	43,687	45,871	48,165	50,573	53,102
10	41,009	43,059	45,212	47,473	49,847

SS-40
1/9/15

<u>RANGE</u>	<u>TITLE - SUPERVISOR AND CONFIDENTIAL POSITIONS</u>
1	Administrative Assistant to the Superintendent/President and the Board of Trustees Budget Analyst
2	Maintenance Supervisor
3	Coordinator, Collective Bargaining and Diversity College District Police Sergeant Landscape Supervisor Purchasing Agent
4	None
5	Coordinator, Classification/Compensation & Leave of Absence Administration Coordinator, Recruitment Services Executive Secretary III to the Vice President, Administrative Services Supervisor, Custodial Services (Day) Supervisor, Custodial Services (Evening)
6	Executive Secretary I - (Office of Superintendent/President)
7	None
8	Technical Services Specialist (Human Resources)
9	None
10	None

SS-40
R 03/14
R 06/13
Positions updated 4/20/11
Positions updated 5/25/10
Positions updated 3/24/08

R 1/08
R 2/07
Positions updated 10/06
R3/22/06

STEP INCREASES

Annual step movement is not automatic, but contingent upon satisfactory work performance and the recommendation of the superintendent/president.

LONGEVITY INCREASES

Employees on the Confidential and Supervisors Salary Schedule hired by the district as regular confidential and supervisory employees prior to September 5, 1993, shall receive longevity steps (2.1 percent of base pay) which will be factored in one year for each three years worked as regular district employees beginning the first year after Column E is reached. Longevity steps accumulate, but no more than one additional step per year may be granted.

Employees on the Confidential and Supervisors Salary Schedule hired by the district as regular confidential and supervisory employees after September 5, 1993, shall receive longevity steps (2.1 percent of base pay) which will be factored at the end of each full two-year work period after the final step of the range is reached.

Longevity increases (2.1 percent of base pay) granted on or after January 1, 2000, will be based on a full two-year work period after the final step of the range is reached, except for employees hired by the district as regular confidential and supervisory employees prior to September 5, 1993. For those employees, any longevity service accumulated prior to January 1, 2000, will continue to be recognized by longevity increases each year based on three-year intervals until the number of longevity increases equals one-third of the number of total years of district service. Thereafter, future longevity increases will be on the two-year cycle.

Longevity is calculated at an increment of 2.1% against the base salary for each longevity period.

Longevity increments are not automatic but are contingent upon satisfactory work performance and the recommendation of the superintendent/president.

APPENDIX D – BOARD POLICIES



BP 7380

**Allan Hancock Joint Community College District
Board Policy
Chapter 7 – Human Resources**

BP 7380 RETIREMENT BENEFIT POLICY

The following Retirement Benefit Policy applies to full-time Allan Hancock College Management, Supervisory, Confidential, and *Faculty Employees (See * Note below).

PLAN A

FOR AHC RETIREES BETWEEN 55 AND 65 YEARS OLD

Group I-A

Current fulltime Allan Hancock College Management, Supervisors and Confidential, and Faculty Employees Eligible to Retire by June 30, 1989

I-A-1 A minimum of ten years of consecutive full-time District service is required immediately preceding retirement to qualify for these benefits for employees who retire after June 30, 1989.

The District will contribute an amount equal to that paid toward the AHC medical insurance premium for single coverage on the AHC medical insurance plan as provided to active full-time management and faculty employees to age 65, at which time the retiree converts to plan B. The District will also contribute an amount equal to that paid toward the AHC medical insurance premium for spousal coverage on the AHC medical insurance plan as provided to spouses of active full-time management and faculty employees. Coverage for spouse is limited to one year for each year of marriage to employee at time of employee's retirement to a maximum of 15 years, or spouse's age 65, whichever comes first. If widowed, District will continue to contribute toward spouse's coverage utilizing the same eligibility criteria cited above to age 65. Children (to age 18 or 23 if full-time college student) may be added at retiree's expense. Children of a deceased retiree have the

option to buy-in (to age 18 or 23 if full-time college student) at their own expense. Children on the AHC medical plan at the time of retirement or death of employee are automatically eligible to continue on the plan at their own expense. However, if not on the plan, they must be accepted by the insurance company.

OR

I-A-2 Retiree has option to designate the payment of medical insurance premiums up to an amount equal to that paid by the District in Plan I-A-1 towards a medical insurance plan in-lieu-of the District medical plan.

OR

I-A-3 If employee has not been on the AHC medical insurance plan, s/he will continue to receive TSA amount annually until age 65. AHC employees on this plan who wish to switch to AHC medical insurance plan at or during retirement before age 65, must pass a required physical examination and be accepted by insurance company. The same requirement applies to spouses and children not on AHC plan who wish to qualify for coverage at or during AHC employee's retirement.

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

Group II-A

Employees Hired Before January 1, 1989, but Not Eligible for STRS or PERS Retirement as of June 30, 1989

II-A-1 Fifteen years of full-time District employment required.

The options available to Group II-are options I-A-1, I-A-2, and I-A-3.

Group III-A

Faculty Employees Hired after April 1, 1989 but prior to July 1, 1993.*

III-A-1 Twenty years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 25th year at which time the employee becomes fully vested.

Options same as Group I-A-1, I-A-2, or I-A-3.

Group IV-A

Management Employees Hired on or after April 1, 1989 but prior to January 1, 1994

IV-A-1 Ten years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 15th year at which time the employee becomes fully vested.

The District will maintain coverage for a retiree under the medical insurance plan upon PERS or STRS retirement as evidenced by the receipt of monthly retirement payments from PERS or STRS provided the employee is at least 55 years of age but less than 65 and has been a regular employee of the District for the required number of years as outlined above, and provided the retiree is actively employed by Allan Hancock College at the time of retirement. Upon reaching age 65, the employee converts to Plan B. The District will also contribute an amount equal to that paid toward the AHC medical insurance plan as provided to spouses of active full-time management and faculty employees (at the percentage of full vesting for the retiree). The employee will also have the option of increasing coverage for self up to 100 percent total in exchange for less (or no) coverage for spouse. As with Group I-A-I, coverage for spouse is limited to one year for each year of marriage to employee at time of employee's retirement to a maximum of 15 years, or spouse's age 65, whichever comes first.

OR

IV-A-2 Retiree has the option to designate the payment of medical insurance premiums up to an amount equal to that paid by the District in Plan IV-A-1 towards a medical insurance plan in-lieu-of the District medical plan.

OR

IV-A-3 If the employee has not been on the AHC medical insurance plan, he/she will continue to receive cash-in-lieu-of amount annually until age 65. AHC employees on this plan who wish to purchase coverage under the AHC medical insurance plan at or during retirement before age 65 must sign up when first eligible or wait for open enrollment. The same requirement applies to spouses and children not on AHC plan who wish to qualify for coverage at or during AHC employee's retirement.

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993

Group V-A

Management Employees Hired on or after January 1, 1994

V-A-1 Ten years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 15th year at which time the employee becomes fully vested.

The District will maintain coverage for a retiree under the medical insurance plan upon PERS or STRS retirement as evidenced by the receipt of monthly retirement payments from PERS or STRS provided the employee is at least 55 years of age but less than 65 and has been a regular employee of the District for the required number of years as outlined above, and provided the retiree is actively employed by Allan Hancock College at the time of retirement. Upon reaching age 65, the retired employee shall no longer be eligible for District paid medical benefits. The retiree's spouse shall not be eligible for this benefit through District paid premium. However, the retiree may purchase coverage for self and/or spouse. There is no conversion to Plan B under this plan.

[Board action January 1, 1994.]

Options outlined for Group I-A (I-A-2 and I-A-3) are available to this group, but refer only to single coverage (no spouse or children).

Group VI-A

Confidential and Supervisory Employees Hired after April 1, 1989, but prior to January 1, 1994.

VI-A-1 Twenty years of full-time District employment required to qualify for medical insurance benefit.

Options same as Group I-A-1, I-A-2, or I-A-3.

Group VII-A

Confidential and Supervisory Employees Hired on or after January 1, 1994.

VII-A-1 The District will maintain coverage for a retiree under the medical insurance plan upon PERS retirement as evidenced by the receipt of monthly retirement payments from PERS provided the employee is at least 55 years of age but less than 65 and has been a regular employee of the District for twenty or more consecutive years of service, and provided the employee is actively employed by Allan Hancock College at the time of retirement. Upon reaching age 65, the employee shall no longer be eligible for District paid medical benefits. The retiree's spouse shall not be eligible for this benefit through District paid premium. However, the retiree may purchase coverage for self and/or spouse. There is no conversion to Plan B under this plan. [Board action January 1, 1994.]

Options as outlined for Group I-A (I-A-2 and I-A-3) are available to this group, but refer only to single coverage (no spouse or children).

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

PLAN B FOR AHC RETIREES AGE 65 AND OLDER

Group I-B

Current Full-time AHC Management, Supervisors & Confidential, & Faculty Employees Eligible to Retire by June 30, 1989

I-B-1 A minimum of ten years of consecutive full-time District service is required immediately preceding retirement to qualify for these benefits for employees who retire after June 30, 1989. For AHC retirees not covered by any other form of medical insurance such as national, state, employer, private or spousal coverage, etc., the District will contribute an amount equal to that paid toward the AHC medical insurance premium for single coverage as provided to active full-time management and faculty employees. The District will also contribute an amount equal to that paid toward the AHC medical insurance premium for spousal coverage on the AHC medical insurance plan to spouse's age 65. Coverage for spouse is limited to one year for each year of marriage to employee at time of retirement to a maximum of 15 years, or spouse's age 65, whichever comes first. If AHC retiree dies, District will continue to contribute toward spouse's coverage utilizing the same eligibility criteria cited above to age 65. The retiree has the option to add his/her children (to age 18 or 23 if full-time college student) at his/her own expense. Children of a deceased AHC retiree have the option to buy-in (to age 18 or 23 if full-time college student) at their own expense. Children on the AHC medical plan at the time of retirement or death of the employee are automatically eligible to continue on the plan at their own expense. However, if not on the plan, they must be accepted by the insurance company.

OR

I-B-2 Retiree eligible for I-B-1 has option to designate the payment of medical insurance premiums up to an amount equal to that paid by the District in Plan I-B-1 towards a medical insurance plan of retiree's choice in-lieu-of the District medical plan.

OR

I-B-3 This option is for AHC retirees covered by Medicare or any other form of national, state, employer, private or spousal medical insurance. The District will pay two percent

of the employee's highest average annual compensation earnable by a member during any period of three (3) consecutive years in the program toward premiums for the retiree's Medicare supplemental insurance of his/her choice, and/or Medicare Catastrophic Coverage Act of 1988 supplemental premium for Part A coverage, and/or the Medicare premium surtax, and/or the Medicare deductible, and/or other Medicare related costs. The sum received by the retiree will be increased by two percent (2%) annually on the first day of the month following the employee's retirement date anniversary.

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

Group II-B

Employees Hired Before January 1, 1989, but not Eligible for STRS or PERS Retirement as of June 30, 1989

II-B-1 Fifteen years of full-time District employment required.

The options available to Group II-B-1 are options I-B-1, I-B-2, or I-B-3.

Group III-B

Faculty Employees Hired After April 1, 1989, but prior to July 1, 1993*

III-B-1 Twenty years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional ten percent will be added for each year of employment to the 25th year at which time the employee becomes fully vested.

The options available to Group III-B-1 are I-B-1, I-B-2, or I-B-3

Group IV-B

Management Employees Hired on or after January 1, 1989 but prior to January 1, 1994.

IV-B-1 Ten years of full-time District employment required to qualify for 50 percent of the medical insurance benefit. An additional 10 percent will be added for each year of employment to the 15th year at which time the employee becomes fully vested.

The options available to Group IV-B are I-B-1, I-B-2, or I-B-3.

Group V-B

Management Employees Hired on or after January 1, 1994.

V-B There is no conversion to Plan B for this group. However, retirees may purchase coverage for self and spouse at their own expense.

Group VI-B

Confidential and Supervisory Employees Hired After April 1, 1989, but prior to January 1, 1994

VI-B-1 Twenty years of full-time District employment required for 100 percent benefit.

The options available to Group VI-B-1 are I-B-1, I-B-2, or I-B-3.

Group VII-B

Confidential and Supervisory Employees Hired on or after January 1, 1994.

There is no conversion to Plan B for this group. However, retirees may purchase coverage for self and spouse at their own expense.

NOTES

- Note #1 For purposes of brevity, the word DISTRICT shall be used to describe the Allan Hancock Joint Community College District. The word BOARD shall refer to the Allan Hancock Joint Community College District Board of Trustees.
- Note #2 The medical insurance benefit refers to medical insurance for medical coverage. It does not include dental, vision, life or any other form of insurance. (The life insurance policy is dropped upon retirement.)
- Note #3 Retirees age 55 to 65 may voluntarily switch from option I-A-1 to option I-A-2 or I-A-3, and at age 65 may convert from Option I-A-2 to I-A-3, or if eligible for Plan B, from I-B-1 to I-B-2 during retirement. See I-A-3 for exception. (On certain plans, at age 65, retiree automatically converts from Plan A to Plan B.)
- Note #4 Spouse, under certain plans, is eligible for District coverage upon employee's retirement. If eligible, spouse benefits only apply if the spouse is married to AHC employee at time of AHC employee's retirement.
- Note #5 Spouse loses District benefit upon divorce, but may extend the coverage on the AHC medical insurance plan at own expense for 36 months (COBRA Act). After this extension expires, ex-spouse may purchase a conversion plan from the college insurance company. In the case where two

employees are married to each other and one employee retires, and there is a subsequent dissolution of marriage or the District employed spouse leaves the employ of the District, the retiree's status will revert to the plan option he/she was eligible for at the time of retirement, or if over 65 years of age, the applicable option(s) described in Plan B, if eligible.

- Note #6 Widowed spouse loses benefits if s/he remarries.
- Note #7 In the event the medical insurance premium payments paid by the District are reduced by agreement with the Faculty Association as part of a negotiated agreement, the retirees will continue to receive an amount paid by the District equal to the amount paid by the District at the time of the agreement. Thus, while the retiree's benefits may be frozen, they will not be decreased.
- Note #8 Eligible AHC Retirees 65 or older who do not qualify for Medicare and wish to take advantage of Options I-B-1 or I-B-2 must provide the District with proof of ineligibility for Medicare. Proof of ineligibility may be obtained either by going in person to the local Social Security Office or by calling the following toll free number 1-800-772-1213. The Social Security representative will set up a personal or teleclaim appointment at which time the necessary information will be obtained from the individual. After the claim has been processed and a determination of ineligibility made, the individual will receive a letter from the Social Security Office notifying them of their status. The employee/retiree who is ineligible for Medicare must provide a copy of that letter to the District showing proof of non-coverage before qualifying for the stated benefits.
- Note #9 Medical insurance benefits and deductible schedules shall not be less for retirees than provided regular management and faculty employees who were hired at the same time.
- Note #10 Medical insurance benefits and deductible schedules are subject to change.
- Note #11 Sabbatical Leave and Willie Brown Act participants and Board approved leaves of absences for up to two years do not constitute a break in service for purposes of establishing eligibility for these retirement benefits. However, time taken for a leave of absence will not count toward total years of service credit for the purpose of qualifying for these benefits.
- Note #12 Spouses are not eligible for AHC medical insurance program at age 65 unless the spouse is an employee of AHC who has been carried on the

AHC policy as a dependent. At age 65, the spouse could then opt for Plan B as appropriate. (However, the spouse may be eligible for coverage at his/her own expense.)

- Note #13 If two AHC employees/retirees are married to each other, then one must take coverage as a dependent, if they choose to enroll in the District paid medical plan. This does not apply if they are enrolled in different District medical insurance plans.
- Note #14 The period of November 15-December 15 each year is the only open enrollment period for AHC medical insurance. The effective date of commenced coverage will be January 1 of the following year. These restrictions also apply to spouses and dependents.
- Note #15 The District reserves the right to select a carrier to provide claims, services, and administration for benefits.
- Note #16 The District reserves the right to determine the basis for establishing equivalency in considering individual carrier plans.
- Note #17 Retiree must draw STRS or PERS retirement pay to qualify for retiree medical benefits and must have been actively employed at Allan Hancock College at the time of retirement. The college recognizes some time may elapse between the time STRS or PERS retirement papers are filed and the STRS or PERS checks actually are processed, and will provide the medical benefits for the retiree during this time.
- Note #18 Employee must inform District in writing of initial coverage decision within 35 days of retirement.
- Note #19 For those not eligible for the above, the District will permit enrollment by any former District management and faculty retiree employee and spouse or surviving spouse in the medical (indemnity or HMO) or dental plans currently provided for active management and faculty employees, at premium rates set by the insurance companies. The coverage may be fully paid for by the retiree and/or spouse, but nothing compels the medical or dental plan carriers to underwrite this liability (AB 528 – effective January 1, 1986).
- Note #20 Payments, when applicable, will be paid quarterly in advance.

- Note #21 This policy shall be governed and construed in accordance with the laws of the State of California excluding that body of law applicable to conflicts of law. In the event any such provision to either party shall be held by a court of appropriate jurisdiction to be contrary to California or Federal law, the remaining provisions of this policy shall remain in force and effect.
- Note #22 Faculty refers to any instructor, counselor, librarian or any other employee who will retire under STRS and/or PERS and who is on the District's "Certificated Contract Salary Schedule" at the time of retirement.
- Note #23 Management refers to any employee who will retire under STRS and/or PERS and who is on the District's "Management Salary Schedule" at the time of retirement.
- Note #24 Children eligible for coverage, where applicable, to age 18 or 23 if full-time college student.
- Note #25 AHC regular employees who work less than full-time will receive pro-rata medical benefits at same percentage of their contract for medical insurance.

Addendum to Board Policy 3405

Policy additions and corrections required by changes in Internal Revenue Services regulations, District benefits changes, or insurance company guidelines will continue to be updated in this addendum. Current changes are as follows:

1. In cases where children may be added to a retiree's health benefits coverage, the applicable age parameters have been changed, so that the references to children now reads, "Children (to age 19 or 25 if unmarried and a dependent according to IRS regulations) may be added at retiree's expense."
2. All references in the policy to TSA (tax-sheltered annuity) now refer to "cash-in-lieu-of" benefit. The change came into effect when the District adopted the Section 125 plan so that employees could tax shelter certain medical-related expenses.
3. If employees who have not been on the District medical insurance plan wish to switch to the District plan at or during retirement before age 65, they must sign up when first eligible or wait for open enrollment. Previously, a physical examination and acceptance by the insurance company were required. The same requirement applies to spouse and children not on the AHC plan who wish to qualify for coverage at or during the AHC employee's retirement.

4. The open enrollment period referred to in the policy is now mid-August to mid-September, and the effective date of coverage is now October 1.

5. Board Policy 3405 does not apply to faculty members hired on or after July 1, 1993. Those employees are now covered by the Agreement between the Allan Hancock Joint Community College District and the Faculty Association of Allan Hancock College.

* Refer to Faculty Association Agreement for faculty employees hired on or after July 1, 1993.

Adopted: 1/18/94

Revised: 2/29/02

(Replaces Board Policy 3405)



Allan Hancock Joint Community College District
Board Policy
Chapter 7 – Human Resources

BP 7240 SUPERVISORY/CONFIDENTIAL EMPLOYEES

Upon the recommendation of the superintendent/president, the Board of Trustees shall designate classified employees to Supervisory/Confidential positions in accordance with the laws, rules, and regulations of the State of California and with the regulations of the California Public Employment Relations Board and in accordance with district policies and procedures and approve those positions to be supervisory or confidential. Likewise, the Board of Trustees shall approve job descriptions of all supervisory and confidential positions.

Supervisory employees, regardless of job description, have the authority to plan, organize, and direct activities and projects related to their area of responsibility and have the responsibility to assign work to, direct, and evaluate subordinate personnel.

“Confidential employee” means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Supervisory/Confidential employees are not eligible for inclusion in a bargaining unit represented by an exclusive representative, and no collective bargaining agreement controls the terms and conditions of their employment. Supervisory/Confidential employees shall be compensated in the manner set by the board upon the recommendation of the superintendent/president. Supervisory/Confidential employees shall further be entitled to health and welfare benefits made available by action of the board upon recommendation by the superintendent/president.

Procedures developed by the superintendent/president provide the terms and conditions of employment for Supervisory/Confidential employees. Such terms and conditions of employment shall include, but not be limited to, procedures for evaluation and rules regarding leaves, transfers, and reassignments.

Reference: Government Code Section 3540.1(c)

Adopted: 10/89

Revised: 7/91

Revised: 6/17/08

NOTE: *Replaces Board Policy 2020
Confidential Employees*

(Replaces Board Policy 2015)



Allan Hancock Joint Community College District
Administrative Procedure
Chapter 7 – Human Resources

AP 7240 SUPERVISORY/CONFIDENTIAL EMPLOYEES

Employment

The district employs Supervisory/Confidential employees as probationary or permanent. The district shall make all original appointments of Supervisory/Confidential employees as probationary for one calendar year. During this probationary period, the district may demote, suspend, or dismiss the employee, and such action may entitle the employee to a hearing before the board. The Supervisory/Confidential employee receives all district benefits while on probation and accrues vacation and sick leave in the same manner as a permanent classified employee. Once the Supervisory/Confidential employee completes the probationary period in a satisfactory manner, the district shall classify him or her as a permanent employee who is subject to dismissal only for cause in accordance with Educational Code Section 88013. A permanent employee who is serving a probationary period as a Supervisory/Confidential employee as the result of a promotion and whom the district finds unsatisfactory in the higher classification shall be reinstated in the former position unless there is cause for dismissal.

Leaves of Absence

Board Policy ~~3240~~ 7340 and Administrative Procedure ~~3240.04~~ 7340 cover leaves of absence that apply to Supervisory/Confidential employees.

Dismissal, Suspension, or Demotion

Board Policy ~~5920~~ 7365 addresses dismissal, suspension, and demotion.

Assignment and Transfer

Board Policy ~~5960~~ 7230 covers assignments and transfers of Supervisory/Confidential employees.

Evaluation

Classified Performance Evaluation Instructions and Guidelines, developed and published by Human Resources, outlines the process for evaluation of classified employees, including Supervisory/Confidential employees.

Reference: Ed Code 88013; ~~BP 3210; AP 5300.02; BP 5920; BP 5960; and BP 5970~~

Approved: 6/17/08

Revised:

*(Replaces Administrative Procedure
2015.01)*