

TENTATIVE AGREEMENT

(pending ratification by the parties)

Between

**San Diego Community College District and
AFT Guild Local 1931, American Federation of Teachers, AFL-CIO**

Classified Professionals Bargaining Unit

To conclude successor contract negotiations for the 2025-2028 classified professional collective bargaining agreement, the San Diego Community College District (“District”) and AFT Guild, Local 1931, American Federation of Teachers, AFL-CIO (“Guild”), collectively referred to as the “Parties,” agree to make the following modifications to the current Classified Professionals collective bargaining agreement:

1) 7.2.1 Medical Insurance

Effective January 1, ~~2026~~ **2027**, the District shall contribute up to the following contributions toward the cost of the premium for the Kaiser HMO and the United Health Care medical insurance plan options offered by the District, based on twelve (12) monthly payments:

- Individual coverage: ~~\$1,015~~ **\$1,143** per month
- Individual plus one coverage: ~~\$2,001~~ **\$2,232** per month
- Individual plus family coverage: ~~\$2,820~~ **\$3,128** per month

2) Extended Paid Parental Leave – Includes New Article 8.4 – All Changes in this section Effective January 1, 2027:

8.1.5 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however, nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA. A unit member’s entitlement to **FMLA/CFRA** leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

8.2 FMLA/PDL

8.2.2 Conditions

A unit member affected or disabled by pregnancy-related conditions is eligible for **either four months of** an unpaid Pregnancy Disability Leave **under Government Code §12945 or 14 weeks of paid Pregnancy Disability Leave under Education Code §88193**. PDL shall run concurrently with FMLA only. All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/PDL qualifying shall run concurrent with the leave provided for under the FMLA/PDL. All other conditions noted in Article 8.1.2 shall apply.

8.2.3 Eligibility

Pregnancy Disability Leave is available to all ~~probationary~~ unit members upon the date of hire. ~~PDL is available to permanent unit members and will run concurrently with FMLA, and will run concurrently with FMLA, if the unit member is eligible for FMLA.~~

8.3 Parental Leave

8.3.1 Definition

As provided for under Education Code §88196.1, unit members will be provided unpaid Parental Leave ~~for unit members~~ after delivery of a baby or placement of an adopted or foster child.

8.4 Extended Paid Parental Leave

8.4.1 Definition

Extended Paid Parental Leave will provide for a maximum of 52 weeks of fully paid leave for unit members in connection with childbirth, adoption, or foster placement, including leave related to pregnancy disability and bonding. For adoption or foster placement, “child” is defined as a child under the age of 5 years old at the time of placement. This leave will run concurrently with and include all time taken under CFRA (Article 8.1), FMLA/PDL (Article 8.2), and Parental Leave (Article 8.3). This leave applies to both parents.

8.4.2 Conditions

This Article provides extended paid leave for unit members who are disabled due to pregnancy or to bond with the baby or placement of the adopted or foster child. Leave under Extended Paid Parental Leave must conclude within the first year of the baby’s birth or child’s placement.

8.4.3 Eligibility

Unit members must have worked for the District in the classified service or in an academic capacity for a minimum of twelve (12) months prior to the beginning of leave. No other requirements need to be met.

8.4.4 Notice

Unit members wishing to take Extended Paid Parental Leave must provide the District with at least thirty (30) calendar days advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) calendar days advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start and end dates of the leave.

8.4.5 Duration

The duration of Extended Paid Parental Leave shall not exceed fifty-two (52) calendar weeks and must conclude within the first year of the baby’s birth or child’s placement. Leave may be taken in separate two-week blocks, intermittently, as long as it is taken

within one year of the birth or adoption or start of foster care. Leave may also be taken intermittently in blocks of less than two weeks, subject to supervisor approval. Extended Paid Parental Leave may only be utilized a maximum of three times throughout the unit member's classified professional or academic service time in the District (i.e., a lifetime maximum of three 52-week allotments will be provided).

8.4.6 Medical Certification

The District may require reasonable documentation or verification establishing the occurrence and date of the birth, adoption, or foster placement giving rise to Extended Paid Parental Leave. Acceptable documentation may include a birth certificate; medical certification; adoption, foster placement, or other reasonable documentation sufficient to establish eligibility. The District may request such documentation from either parent seeking Extended Paid Parental Leave.

8.5 Compensation

Leaves as described in this Article are unpaid, except to the extent that paid leave is used concurrently with these leaves, or they are specifically stated as paid leaves.

8.6 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during all of the preceding ~~the~~ leave periods as if the unit member were still actively working. However, a unit member on unpaid FMLA leave enrolled in any of the District's healthcare plans, which require a monthly premium payment, must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.

8.7 Reinstatement

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

12.3.7 Maternity Leave

Upon giving birth, the unit member shall be eligible for six (6) weeks of continuous paid maternity leave (eight [8] weeks of leave are allowed for C-Section deliveries, the last two weeks of which would be covered by other paid or unpaid leave available to the unit member) without the need for a physician's statement. If utilized in conjunction with Extended Paid Parental Leave, these leaves shall run concurrently.

12.5 Compensation

All long-term leaves are taken without salary or benefits, except for paid professional study leaves, military leave, maternity leave, extended paid parental leave, or leave granted in accordance with FMLA/CFRA.

Salary step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, military leaves, pregnancy disability leave, maternity leave, **extended paid parental leave**, or as required by FMLA/CFRA. Long-term leaves of absence, except for those leaves enumerated in this section, shall extend the date of step advancement by the period of time absent for all other leaves.

12.7 Return from Leave

12.7.1 A unit member granted a Long-term Leave of Absence for Health, Professional Study, Military, FMLA/CFRA, Parental, **Maternity, Extended Paid Parental Leave**, or Service in other Public Agencies shall continue to receive seniority credit for purposes of reemployment and retention in case of possible layoff. The unit member, at the expiration of such authorized leave, shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill; or the unit member may request a position in a lower grade.

3) Reduced Hour Workweek– All Changes in this section Effective July 1, 2027:

The parties agree to make the following modification to the Classified Professionals collective bargaining agreement, effective July 1, 2027.

It is the parties' intent to reduce the annual work hour requirement for all full-time, 12-month, 1.0 FTE classified professionals from 2,080 annual assigned work hours to 1,872 assigned work hours, inclusive of holidays.

ARTICLE V - WORKWEEK AND HOURS OF WORK

5.1 Definition of **Workday**

Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours per each regular workday. The regular workday for full-time unit members shall not **be less than three (3) hours, and may not exceed ~~more than~~** eight (8) hours in a twenty-four (24) hour period unless otherwise provided for in **5.4** below. Unless agreed upon by the unit member, there must be at least twelve (12) hours between each regularly scheduled shift unless otherwise provided for in **5.4** below. A workday may consist of a split shift.

5.2 Definition of Workweek

The workweek for full-time **1.0 FTE 12-month** unit members shall **nominally be ~~forty (40) hours~~ thirty six (36) hours per week** and shall consist of **~~not more than~~** five (5) consecutive days, **except as noted below in Article 5.4. The assigned workweek may not be less than thirty two (32) hours per week, and may not exceed forty (40) hours per week, inclusive of legal and local holidays.**

5.3 Definition of Workyear

The workyear for all full-time 1.0 FTE 12-month unit members shall consist of one thousand eight hundred seventy-two (1,872) annual work hours, inclusive of all legal and

local holidays, and the period without loss in compensation between December 25th and January 1st. Each holiday, and each day that is not a designated holiday which falls within the time off without loss in compensation period between December 25th and January 1st shall be valued and counted as an eight (8) hour day.

Each unit member's assigned workyear calendar shall be determined in consultation with the unit member and approved by their supervisor no later than May 30th of the preceding fiscal year.

Changes to a unit member's calendar after it has been approved may be initiated by the appropriate Vice-President or Associate Vice Chancellor following the notice requirements in Article 5.8. Changes to a unit member's calendar after it has been approved may be initiated by the unit member subject to approval by the unit member's supervisor.

5.4 Alternative Work Schedules

5.4.1 ~~Four-Ten Workweek (4/10 Schedule)~~ Four-Day Workweek.

This schedule shall consist of four (4) consecutive days of ~~at least eight (8) but no more than~~ ten (10) hours per day and ~~no more than~~ forty (40) hours per week. This schedule may vary throughout the year provided the four-day weeks were delineated and part of the yearly calendar approved by May 30th of the preceding fiscal year.

5.4.2 ~~Nine-Day, Eighty (80) Hour Schedule (9/80 Schedule)~~ Two Week Workweek

This schedule shall consist of a two (2) week work period consisting of one (1) workday off and nine (9) days of work, ~~eight (8) of which shall be nine (9) hour days and one (1) of which shall be an eight (8) hour day.~~ The workweek shall begin ~~at the midpoint of the shift on the eight (8) hour day of the week, determined by the immediate supervisor in the best interests of the particular department or program;~~ and shall be defined so that no unit member will be ~~regularly~~ required to work ~~less than thirty-two (32) or more than~~ forty (40) hours during any given workweek.

This schedule may vary throughout the year provided the nine-day, two week workweeks were delineated and part of the yearly calendar approved by May 30th of the preceding fiscal year.

5.4.3 Alternative Work Schedules

In addition to the workweek schedules of the ~~Four-Ten Four-Day~~ Four-Day Workweek listed in ~~5.3.2~~ 5.4.1 and the ~~Nine (9) Day, Eighty (80) Hour~~ ~~Nine-Day, Two Week~~ Schedule listed in ~~5.3.3~~ 5.4.2, other alternative schedules are allowable, subject to written mutual agreement of the unit member and their supervisor. Any such alternative workweek schedule shall not ~~be less than thirty-two (32) and not exceed~~ forty (40) hours in any one week nor exceed ten (10) hours on any given day. As with all other alternative workweek schedules, time scheduled in excess of the mutually agreed-upon number of hours per day within the workweek, or in excess

of forty (40) hours per week, shall be subject to overtime compensation.

All alternative work schedules are subject to final approval of the Vice Chancellor of People, Culture, and Technology Services or their designee. Copies of said approval forms shall be sent to the AFT.

An alternative workweek schedule created through this process of mutual agreement may be terminated by either the supervisor or the unit member by providing a twenty (20) working day written notice to terminate to the other party, unless the parties mutually agree to a shorter timeframe. In such cases, the supervisor shall establish the unit member's workweek schedule in accordance with the existing terms of the collective bargaining agreement. In cases of urgent business necessity, the AFT and the District will meet and confer over potentially shortening this timeframe. The Chancellor has the right to reduce the notification timeframe to fifteen (15) days.

5.4.4 Alternative Work Schedules for Dispatchers

Unit members who are Police Communications Dispatchers or Police Communications Lead Dispatchers may be assigned to alternative work schedules which include:

5.4.4.1 Three-Twelve Workweek (3/12 Schedule)

This schedule shall consist of a two (2) week work period consisting of three (3) workdays off and seven (7) days of work, six (6) of which shall be twelve (12) hour days and one (1) of which shall be an eight (8) hour day. The workweek shall end and begin at the midpoint of the shift of the eight (8) hour day of the work week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that unit members will not be regularly required to work more than forty (40) hours during any given workweek.

5.4.4.2 Three-Thirteen Plus Workweek (3/13.33 Schedule)

This schedule shall consist of three (3) consecutive days of thirteen-hour and twenty-minute shifts (13.33) per day and forty hours per week.

5.4.4.3 Dispatchers assigned to the alternative work schedules in this section will be overtime for all time in excess of their scheduled workday or in excess of the forty (40) hour workweek. **Dispatchers shall receive straight time pay for all hours worked in excess of thirty-six (36) hours up to forty (40) hours in any single workweek.**

5.5 Flex Scheduling

Unit members with ~~a~~ less than a 1.0 FTE assignment ~~in positions that are subject to~~ shall be **eligible for flex scheduling and** will be guaranteed a specific number of ~~days~~ hours to be

worked within a fiscal year based on ~~the~~ their percentage of FTE in proportion to a full-time, 12-month, 1.0 FTE assignment. ~~for the contract assignment.~~ Calculation of the total ~~days~~/hours per fiscal year to be worked shall be based on the industry norm of two thousand eighty (2,080) hours, which represents the ~~average standard~~ number of working hours in a year. For example, a 12-month, 0.5 FTE assignment shall be one thousand forty (1,040) assigned work hours per workyear. In any one workday, no unit member shall be required to work fewer than three (3) hours. ~~Eligible holiday hours will be subtracted from the hours to be worked. (See chart in Appendix D.)~~ Legal and local holiday hours that will count toward this yearly total shall be the proportional hours of an eight (8) hour holiday based on the FTE assignment. For example, a 12-month, 0.5 FTE assignment shall have four (4) paid hours for each eligible holiday credited to their yearly total number of hours.

~~Unit members subject to flex scheduling will receive their work schedule, which shall include days and hours to be worked during the fiscal year, no later than thirty (30) calendar days prior to their first day of work in the fiscal year. Changes at other times of the year to the schedule will be made in accordance with the provisions of Article 5.7 of this agreement.~~

Unit members will receive equal paychecks each month of their ~~workyear~~.

5.6 Workweek for Interpreters and Lead Interpreters for the Deaf

Unit members in positions of Interpreters or Lead Interpreters for the Deaf that ~~have less than a 1.0 FTE assignment~~ are subject to flex scheduling ~~and shall follow the guidelines delineated in Article 5.5 above. will be guaranteed a specific number of days/hours to be worked within a fiscal year based on the percentage of FTE for the contract assignment.~~

~~Calculation of total days/hours per fiscal year to be worked shall be based on the industry norm of 2080 (two thousand eighty) hours, which represents the average number of working hours in a year. In any one workday, no unit member shall be required to work fewer than three (3) hours as a part of their regular assignment.~~

Interpreters will receive their work schedules that shall include days and hours to be worked during each semester, no later than two (2) weeks prior to the first day of classes of the semester. Work schedules will be created to meet the needs of student schedules and may require daily changes to the unit member's work location and/or hours to be worked. Such changes are not subject to the notice requirements of Article 5.7.

Interpreters will receive equal paychecks each month of their ~~workyear~~.

Renumber:

5.7 Timekeeping

5.8 Change in Work Schedule

5.9 Reduction in Assigned Time

5.10 Part-Time Assignments

5.11 Lunch Period

5.12 Rest Periods/Breaks

5.13 Rest Facilities

5.14 Voting Time Off

5.15 Overtime and Compensatory Time

5.15.1 Definition

Overtime is defined as authorized time in excess of eight (8) hours in any one day or in excess of forty (40) hours worked in a week, except as referenced in Article 5.4.

For unit members working an alternative work schedule on a day with more than eight (8) scheduled work hours as permitted in Article 5.4, overtime shall be granted for all hours worked in excess of the scheduled work hours for that day.

Hours worked beyond the assigned workday, up to eight (8) hours, shall be paid at the unit member's base hourly rate (straight time). The base hourly rate is the unit member's monthly salary rate multiplied by twelve (12) and divided by 1,872 hours.

~~For unit members working a four-ten schedule, overtime shall be granted for all hours worked in excess of the required ten (10) hour workday and hours worked on the 5th, 6th, or 7th days of the same week. For unit members working a 9/80 schedule, overtime shall be granted for all hours worked in excess of the required workday of nine (9) hour workday and a workweek of forty (40) hours, or in excess of forty (40) hours worked in a workweek averaged over a two-week period.~~

~~In cases of Alternative Work Schedules as defined in Article 5.3, overtime is also defined as authorized time worked in excess of the regular number of hours scheduled for that day, or in excess of forty (40) hours worked in a workweek, averaged over a two-week period.~~

Renumber:

5.16 Call Back Time

5.17 Additional Assignment

5.18 Lactation Accommodations

5.19 Confidential/Private Meeting Space

ARTICLE VI - PAY AND ALLOWANCES

6.23 Compensation on Workdays Which Fall During the Winter Break Period

If critical business needs of the District require that a unit member be scheduled to work on a day which falls during this period which is not one of the Board approved ~~fifteen (15)~~ **sixteen (16)** holidays, at the discretion of the unit member, the unit member will either receive additional hours of straight time pay for all hours worked (provided total hours worked are less than or equal to eight (8) per day) OR the unit member will receive an additional day off to be taken no later than the following February 28th.

6.28 Pay Rate for Part-Time Assignments

The salary schedule and pay rate for part-time assignments shall be based on an hourly rate derived from the total assigned work hours in the part-time unit member's workyear. The total assigned work hours shall be determined by applying the proportional FTE assignment of a 1.0 FTE assignment to a standard two thousand eighty (2,080) hour workyear. For example, a 0.75 FTE assignment shall be one thousand five hundred sixty (1,560) hours. The hourly pay rate shall be determined by multiplying the full-time, 12-month, 1.0 FTE monthly salary by twelve (12) and then dividing by one thousand eight hundred seventy-two (1,872) hours. That hourly rate, times the number of hours in the part-time unit member's workyear, divided by 12, shall determine the monthly salary. (Example: Monthly 1.0 FTE salary of \$7,000. Part-time 0.75 FTE employee hourly rate = \$7,000/month X 12 months/year ÷ 1,872 hours/year = \$44.87/hour. \$44.87/hour X 1,560 hours/year = \$70,000/year = \$5,833.33/month.)

The salary schedule for part-time assignments shall be separately maintained by the District and available to unit members on the District's website, internet, or other digital domains provided by the District.

ARTICLE IX - HOLIDAYS

- 9.1 Each unit member shall be entitled to ~~fifteen (15)~~ **sixteen (16)** paid holidays each year, provided that the unit member is in a paid status during any portion of the working day immediately preceding or succeeding the holiday. **For full-time, 1.0 FTE work assignments, each holiday shall count as eight (8) hours.**

Unit members who have less than a 1.0 FTE assignment and who are assigned a flex schedule shall be entitled to any holiday that falls within a month when the unit member receives compensation. **Unit members with less than a 1.0 FTE assignment shall receive the proportional hours of the eight (8) hour holiday proportional to their assignment. (Example: unit members with a .50 FTE assignment shall receive four hours of paid holiday time for each eligible holiday.)**

~~Eligible holiday hours will be subtracted from the hours to be worked based upon the regularly assigned hours for the day the holiday falls on. (See chart in Appendix D.)~~

- 9.2 Unit members shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 25 through January 1 and

is not one of the aforementioned ~~fifteen (15)~~ sixteen (16) holidays.

- 9.3 If a unit member's workweek is other than Monday through Friday, and as a result the unit member loses a holiday to which they would otherwise be entitled, the District shall provide a holiday in accordance with Education Code requirements. The Education Code provides that all eligible unit members are entitled to paid holidays if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday; ~~therefore, holiday hours for all other unit members shall be recorded based on the number of hours the unit member was scheduled to work on the day designated as a holiday.~~ For 1.0 FTE unit members, the value of each holiday shall be counted as eight (8) hours toward their workyear calculation.

~~Only in cases where only one (1) holiday falls within the eighty (80) hour work schedule, unit members on a 9/80 alternative work week schedule shall adjust their work schedule so that their eight (8) hour day falls on the designated holiday.~~

If a holiday falls on a workday when a unit member is not assigned to work, they shall be granted an equivalent day off during the pay period. If the holiday results in a three (3) day weekend, the rescheduled day off shall result in a three (3) day weekend. ~~The equivalent day off shall be determined on a "day for a day" basis, which may not necessarily equate to an "hour for hour" basis based on the unit member's work schedule.~~

Holiday hours for unit members ~~on flex scheduling are based on the number of assigned hours the unit member is scheduled to work on the day the holiday falls upon.~~ with less than a 1.0 FTE assignment shall count proportionately to eight (8) hours based on their assigned FTE toward their workyear calculation. (Example: a 0.50 FTE unit member records four (4) hours for each holiday.)

ARTICLE X - VACATION

10.3 Vacation Allowance

Vacations shall be earned and accrued on a monthly basis by regular monthly unit members as follows:

~~Those appointed to this Unit on or after December 1, 1982:~~

~~Effective July 1, 2027, vacation hourly accrual rates will be adjusted as delineated below in order to maintain the current vacation day benefits which were in place on July 1, 2025 and to match the reduced workweek calculations. Each vacation day granted shall have a value of 7.2 hours.~~

- 10.3.1 During the first (1st) through fourth (4th) years of continuous service, the rate shall be ~~10-2/3~~ 9.6 hours per month (16 days per year).

- 10.3.2 During the fifth (5th) through the tenth (10th) year: ~~12-2/3~~ 11.4 hours per month (19 days per year).
- 10.3.3 During the eleventh (11th) through the nineteenth (19th) year: ~~14.67~~ 13.2 hours per month (22 days per year).
- 10.3.4 After the completion of the nineteenth (19th) year: ~~16.67~~ 15 hours per month (25 days per year).
- 10.3.5 Vacation accruals shall be prorated for unit members working less than full-time.

COST of IMPLEMENTATION of REDUCED HOUR WORKWEEK

The parties agree the estimated cost to implement the reduced annual work hour requirement and backfill essential work hours is \$4.2 million. The Classified Professionals unit will apply revenue allocations that would have been used to increase compensation towards the cost of this backfill.

The Classified Professionals unit's share of revenues for the 2025-2026 fiscal year was \$1,108,545 and shall be applied to the \$4.2 million backfill cost, leaving a balance owing of \$3,091,455.

The parties agree that the Classified Professionals unit's share of revenues for the 2026-2027 fiscal year shall be \$2,586,709 and of that amount, \$1,915,714, shall be applied to the back fill cost, leaving a balance owing of \$1,175,741.

The remaining balance of the 2026-27 allocation of \$670,995 shall be used to provide a 1.00% on-schedule across the board salary schedule increase effective January 1st, 2027.

There shall a one-time off-schedule payment equal to 3.86% of total gross wages earned by unit members during the calendar year 2026. This one-time payment shall be processed on the March 31st payroll cycle. All unit members who held an active assignment on October 1st, 2026 or later shall be entitled to this one-time payment.

The remaining backfill balance owing of \$1,175,741 shall be deducted from the next available revenue allocation to the Classified Professionals Unit, not to exceed 50% of the total available resource provided to the Classified Professionals Unit. The balance of the available resource shall be distributed either as an across the board salary increase, or in accordance with the parameters of a new RAF agreement if one is in place at that time.

This process shall continue each year until such time that the full \$4.2 million in backfill costs has been satisfied.

The District agrees to implement the reduced annual work hour requirement effective July 1, 2027 regardless of the availability of additional revenue from the Classified Professionals unit for the backfill cost at that time, provided this agreement is ratified no later than January 1, 2027.

4) New Resource Allocation Formula (RAF) Agreement

The parties agree to engage in negotiations for a successor Resource Allocation Formula (RAF) with a goal implementation date for the 2027-2028 fiscal year.

Jared Burns, PhD,
JD, MHRM, PHR

Digitally signed by Jared Burns,
PhD, JD, MHRM, PHR
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Jared Burns, Vice Chancellor
People, Culture, and Technology Services
San Diego Community College District

Jim Mahler

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Jim Mahler, President
AFT Guild Local 1931
American Federation of Teachers, AFL-CIO