

AP 7240 – Confidential Employees

Classified Confidential Employees (“Employee”) are delegated the authority and responsibility of maintaining security of information with which they are entrusted while performing their assigned duties for officers of the District. Employees designated Confidential are privy to the collective bargaining information. Sensitive personnel information regarding employees and private papers of management and supervisory officers and District Board members fall within the security domain of the Confidential employee’s area of responsibility.

Employees are expected to comply with all college policies and procedures, laws and regulations, and contractual, grant and other obligations, public or private, and to safeguard College property and funds.

Probationary Period

The probationary period for Confidential Employees is nine (9) months for new hires.

A permanent employee who is promoted to a position shall be returned to his or her original classification if the employee determines that the promoted position is not suitable for him or her, or the District releases the employee during the probationary period. The probationary period for such promotion shall be six-months.

Performance Appraisals

The supervisor will evaluate the performance of the Confidential employee at least once per year on or about May 1 of each year. Probationary employees shall be evaluated at least twice during their probationary period. Employees may be evaluated more frequently when there is reasonable cause for such evaluation.

Working Out of Class

Confidential Employees may be required to perform duties other than those reasonably related to their regular position. If those duties are at a higher level of responsibility for more than five (5) work days, within 15 calendar days, the employee’s salary will be increased no less than 5% or the first step of the classification in which he/she is working out of class or whichever is greater.

Transfer/Reassignment

When a vacancy occurs in the Confidential Employees “group”, the District will send notices to all employees within the Confidential Employees “group” and allow five working days for those employees to request a transfer. Consideration shall be given to such factors as the comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee performance. It is at the discretion of the President or designee to determine that the transfer serves the best interest of the District.

Transfer is a change from one classification to another classification, having either the same salary range (lateral) or having a higher salary range (promotion).

Transfer requests will be considered before advertising for the vacancy.

Should the vacancy be opened to standard District recruitment procedures, applicants for transfer shall be considered along with other candidates.

The District reserves the right to reassign a Confidential employee to another position within the Confidential Employees "group" to meet District needs.

Compensation

Confidential Employees will be paid off the Confidential Salary Schedule as recommended by the Superintendent/President to the Board of Trustees.

Salary Placement

Initial placement of Confidential Employees on the salary schedule will be consistent with the recommendation of the Superintendent/President and the approval of the Board of Trustees.

If the employee is moving from a lower classification to a higher classification on the salary schedule, placement will be at a step which ensures not less than a 5% increase.

If the employee is moving from a higher to a lower classification on the salary schedule, placement will be on the same step on the lower range as had been reached on the higher range.

Reassignment

When a Confidential employee is reassigned to a position included in a bargaining unit, he/she shall be granted year-for-year credit on the salary schedule for each year of employment in paid status with the District.

Longevity

A maximum of three (3) longevity steps may be accumulated: one at the tenth (10th) year, one at the fifteenth (15th) year, and one at the twentieth (20th) year. Compensation for longevity will be as follows:

- Upon completion of the ninth (9th) year of service with the District, \$50.00 per month will be added to the employee's existing salary.
- Upon completion of the fourteenth (14th) year of service with the District, \$100 per month will be added to the employee's existing salary for a total longevity step of \$150.00.
- Upon completion of the nineteenth (19th) year of service with the District, \$200.00 per month will be added to the employee's existing salary for a total longevity step of \$350.00

Fringe Benefits

Confidential Employees shall be entitled to the same fringe benefits opportunities the Board of Trustees provides its other unrepresented employees receiving the same rate of pay including the 457 Deferred Compensation contributions, except such benefits as are based on a minimum service period not satisfied by the employee. Such fringe benefits are subject to change at the discretion of the Board.

For Confidential Employees who retire after age 55 and have served the District full time for ten (10) consecutive years prior to retirement, the District will contribute, as provided to other unrepresented employees, the cost of District-sponsored health insurance until age 65 subject to the fringe benefit allowance limit in effect at the time of retirement. Spouses and dependents as defined in the current medical coverage will also be covered until the employee reaches age 65.

Employees hired before July 1, 1986 and who retire after December 31, 2003, may continue on medical benefits beyond age 65. Such medical benefits shall remain unchanged, except that the higher cost PPO shall not be available. The District shall provide a fully funded plan at no cost after retirement.

Employees on paid leave status are considered to be continuous employees and no interruption to the insurance program shall be imposed upon employees on paid leave. The Board, at its discretion, may continue District paid contributions to health and welfare benefits for an employee on a Board approved leave of absence.

Benefits Waiver

The District will pay requesting employees a Health Benefit Waiver of \$2,000 provided the employee signs the Health Benefit Waiver form dated January 1, 2000. The waiver is pro-rated for employees who are less than 1.00 and eligible for fringe benefits.

Eligibility Based on FTE

For current employees (employees hired prior to January 1, 1996) working twenty (20) or more hours per week but less than forty (40) hours per week, the District will contribute a pro-rata amount for fringe benefits.

For current employees (employees hired prior to January 1, 1996) working less than twenty (20) hours per week, the District will contribute \$500.00 for fringe benefits.

For employees hired after the effective date (January 1, 1996) of this Agreement working twenty-five (25) or more hours per week but less than forty (40) hours per week, the District will contribute a pro-rata amount for fringe benefits.

Employees Who Retire Through Disability Retirement

An employee who must take a retirement due to a disability, and who has worked for the College at least ten (10) years at a fifty percent (50%) or more workload, may continue on the college-provided group medical plan for the employee only. This option will be provided to the employee at District expense for five (5) years from the date of retirement provided the employee annually verifies that he/she is disability retired and has not returned to work. Following the five (5) years of District support, the medical plan option remains available to the retired employee at employee expense.

LEAVES

Extended Sick Leave

Extended sick leave is a partially paid leave of absence granted by the District because of continuing disability due to personal illness, injury or accident, when regular sick leave has been exhausted. The employee shall be eligible to use no more than one hundred (100) days of extended sick leave in any fiscal year. The employee on extended sick leave shall be paid at the rate of 50% of employee's normal daily rate of pay.

Holidays and Vacation

Vacation Procedure. The Confidential Employees shall serve as a full-time employee with a twelve-month work year, and shall earn 14 hours of paid vacation hours for each month of paid service (21 working days annual vacation) exclusive of holidays. Requests to use vacation shall be submitted in writing and approved in advance by employee's supervisor. Vacation days not

used will be carried over to the succeeding fiscal year. Once employee has accrued a maximum of **336 hours** of vacation leave, no additional vacation will accrue until the employee uses his or her accrued vacation and reduces the balance to less than **336 hours** of vacation leave. Thereafter, vacation benefits will continue to accrue on a prospective basis only until the employee reaches the maximum. No retroactive credit will be given for the time when accrued vacation was at the cap.

Cash payout of accrued vacation. Upon termination of employment, the employee shall be compensated for accrued vacation days, up to the maximum at employee's normal rate of pay.

Holidays. The employee shall receive the paid holidays defined in Education Code § 79020 as well as those days on which the District office is closed pursuant to the District's approved work year calendar. In addition the employee will receive a floating holiday to replace the Good Friday holiday that was eliminated, as a result of the new 16-week calendar, effective July 1, 2006. This floating holiday is not cumulative and must be taken in the fiscal year it is accrued. Approval must be secured from the employee's appropriate supervisor.

Sick Leave. The employee earns one (1) day of sick leave for illness and injury for each month of paid service. Sick leave can be accumulated without limit.

Personal Necessity Leave. A maximum of seven (7) days of paid absence in any school year may be granted for cases of personal necessity, provided that such leave will be deducted from accumulated sick leave. Personal necessity leave must be used in ½ hour increments. Personal necessity leave is limited to serious illness or death of a member of the employee's immediate family; an accident involving the employee's person or property, or the person or property of a member of employee's immediate family; or appearance in court as a litigant or as a witness under an official order. Leave for reasons other than those listed may be granted at the discretion of the Superintendent/President or his/her designee. Superintendent/President may grant such leave only if in Superintendent/President's opinion, the matter is of such urgency that it cannot be taken care of at a time other than working hours.

Upon return from a Personal Necessity Leave, employee shall be required to complete a Report of Absence Form and to submit verification as may be required.

Bereavement Leave. Each employee shall be granted, without loss of salary or other benefits, leaves of absence not to exceed three (3) working days, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the employee's immediate family. "Member of the immediate family" as used in this section, means mother, father, step-parent, grandmother, grandfather, or grandchild of the employee or the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any immediate relative living in the immediate household of the employee. Bereavement leave stands alone and shall not be deducted from other leave entitlements.

Other Benefits

Personal Business and Administrative Leaves. In addition to other leave as provided herein, the employee shall be entitled to a maximum of two (2) paid days of personal business leave and three (3) paid days of administrative leave per year. All such leave shall be requested in writing and approved in advance by the Superintendent/President or appropriate supervisor. Personal Business and Administrative Leaves will be pro-rated based on the date that the employee is hired during the fiscal year.

Enrollment Fee Waiver Program: The employee and their eligible dependents are eligible to participate in the Enrollment Fee Waiver Program.

STAFF DEVELOPMENT AND PROFESSIONAL GROWTH

Staff Development

The staff development program for employees is designed to promote activities which assist in maintaining and enhancing currency in the job and broaden opportunities, promotion, and career change.

Staff development reimbursement will be available for academic and in-service activities. Course work will be verified by official transcripts or official certification of completion. All necessary documents including official transcripts or certificates of completion will be submitted to the employee's supervisor at the time of request for reimbursement. Reimbursement will include all course fees and cost of required texts and required materials.

Professional Growth Program

The Professional Growth program allows Confidential Employees to earn salary increments for completing a planned course of study leading to a license, certificate of completion, Associate of Arts degree, Bachelors degree, Master degree, or a Doctorate. Course of study does not need to be job related.

The professional growth program permits employees to earn salary increments for completing planned course work or other training activities equivalent to fifteen (15) semester units.

The employee's supervisor is in charge of reviewing the employee's course of study. To receive a professional growth increment, employees must present verification of activities and/or coursework that fulfills and equals fifteen (15) units for each Professional Growth increment.

Course work must be verified by official transcripts or certifications of completion. All necessary documents including official transcripts or certificates of completion must be provided to the employee's supervisor for review and approval.

Coursework credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education, or through an accredited correspondence school. College level course work requires a grade of "C" or better. In credit/no credit classes, the employee must receive credit.

Credit may also be earned for attendance at District workshops, special lecture series, education conference, leadership activities, or Community Services. A conference/workshop report may be required to determine credit granted.

One (1) semester unit equals one (1) unit. Quarter units convert to semester units on the basis of three (3) quarter units for two (2) semester units.

Continuing Education course work, conferences, workshops, seminars, and other such activities earn credit at the rate of one (1) unit per sixteen (16) hours of satisfactory completion.

A salary increment is equal to a set of fifteen (15) approved units that lead towards an approved course of study.

Approved by the Board of Trustees: December 8, 2009

Each salary increment is worth a \$700 fixed, but on-going, year to year stipend.

Professional Growth increments shall be effective the first (1st) day of the month following approval by the employee's supervisor and the Board of Trustees.

An employee can earn no more than four (4) increments (a lifetime cap).

Overtime

Confidential Employees who are assigned to overtime shall be paid at the rate of time and one-half of their regular rate. Assigned work performed on a legal holiday which falls on a workday shall be compensated at the rate of time and one-half in addition to the regular rate of pay.

Position Classification

If a need arises for a significant change, over a period of time, in the assigned duties and/or responsibilities of a Confidential employee(s), the supervisor of the employee(s) or the employee(s) may request a classification review in order to determine whether the position(s) should be reclassified to reflect the changes as permanent in duties and/or responsibilities. A "Position Classification Questionnaire" (which is a District form) must be completed for review and consideration by the Superintendent/President.

Process for Conflict Resolution

When a dispute arises between a Confidential employee and his/her supervisor, and the dispute cannot be resolved at this level, the employee may request a meeting with the Superintendent/President. Nothing in this section prevents the employee from utilizing the District's complaint process.