

# **Confidential Employee Handbook**

& Professional Development/Evaluation Personnel Plan

Published by Human Resources

# TABLE OF CONTENTS

Section 1	PREAMBLE	<u>Page</u> 2
II.	EMPLOYEE ACKNOWLEDGMENT.	2
Section 2		

III.	INTRODUCTION	3
IV.	CONFIDENTIAL FUNCTIONS	
ν.	RESPONSINILITIES OF INDIVIDUALS	
VI.	CONFIDENTIAL PROFESSIONAL DEVELOPMENT OBJECTIVES	.4
	PROFESSIONAL DEVELOPMENT OBJECTIVES	.4
VII.	BASIC COMPONENTS OF THE PLAN	.4
	5.1 Compsensation	.4
	5.2 Salary Administration	
	5.2.1 Differential Pay	.4
	5.2.2 Longevity Pay	.5
	5.3 Classification Review	
	5.3.1 Reclassification Requests	.6
	5.3.2 Reclassification Procedure	.6
	5.3.3 Appeals	.7
	5.4 Personnel Files	
	5.5 Permanency	.7
	5.6 Hours Of Work/Overtime	.8
	5.7 Compensatory Time	
	5.8 Temporary Work Above Classification	.8
	5.9 Transfers	
	5.11 Reconsiderations	.9
	5.12 Promotions	.9
	5.13 Evaluation Plan	.9
	5.13.1 Performance Conference	10
	5.14 Professional Development/Growth Initiative	10
	5.14.1 EDUCATION REIMBURSEMENT (district campuses): Employee	
	5.14.2 EDUCATIONAL Reimbursement (outside of district): Employee	
	5.14.3 EDUCATIONAL REIMBURSEMENT: Benefit Eligible Dependents	
	5.14.4 Definition of Benefit Eligible Dependent	12
	5.15 Leaves OF ABSENCE	12
	5.15.1 GENERAL LEAVES PROVISIONS	12
	5.15.2 Vacation Leave	12
	5.15.3 Sick Leave	13
	5.15.4 Extended illness leave	14
	5.15.5 Personal Necessity Leave	14
	5.15.6 Bereavement Leave	
	5.15.7 Jury Duty Leave	
	5.15.8 Parental Leave	
	5.15.9 Industrial Disability Leave	16

	5.15.11 Military Leave	16
	5.15.12 Catastrophic Leave Donation Program	16
	5.15.13 Unpaid Leave	18
	5.16 Holidays.	19
	5.17 Health Benefit Plans	
	5.18 Benefit Coverage Upon Separation	
	5.19 Appointments to Less than Full-Time Positions	
	5.20 Layoff	21
VIII.	SAVINGS CLAUSE	
IX.	APPENDIX A	
	CONFIDENTIAL CLASSIFICATIONS AND SALARY compensation SCHEDULE	
Х.	APPENDIX B	
	CONFIDENTIAL SELF-EVALUATION (CURRENTLY BEING DEVELOPED BY HR)	
XI.	APPENDIX C	
	CONFIDENTIAL EMPLOYEE EVALUATION	

# **SECTION 1. PREAMBLE**

It has been and will continue to be the policy of the San Bernardino Community College District and its governing board that discrimination shall not occur in the operation of any of our employment programs and that all employees and applicants shall be guaranteed the right of equal employment opportunity and shall be treated without regard to their race, color, national origin, ancestry, religion, creed, sex, age (over 40), physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (including cancer and genetic characteristics), sexual orientation, or military status as a Vietnam-era Veteran, or the perception that a person has one or more of the foregoing characteristics.

## EMPLOYEE ACKNOWLEDGMENT

(To be signed and returned to the District Office.)

I hereby acknowledge that it is my responsibility to access the SBCCD Confidential Employee Handbook/Evaluation Personnel Plan online at <a href="http://www.sbccd.org/Human\_Resources-Jobs">http://www.sbccd.org/Human\_Resources-Jobs</a>. My signature below indicates that I agree to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document.

I acknowledge that additional regulations, policies and laws are in the "District Board Policies and Procedures on the District website at <a href="http://www.sbccd.org/Board\_of\_Trustees/Policies\_,-a-">http://www.sbccd.org/Board\_of\_Trustees/Policies\_,-a-</a>, Procedures.

The information in this Handbook is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. Further, I understand that this Handbook does not constitute an employment contract or alter my employment status.

Printed Name\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### SECTION 2. INTRODUCTION

The San Bernardino Community College District Confidential Employee Handbook and Professional Development/Evaluation Personnel Plan (herein after referred to as the "Handbook") is designed to cover employees of the San Bernardino Community College District (herein after referred to as the "District") who have been designated as "confidential" in accordance with the provisions of the California Education Code and the California Government Code Section §3540.1. The positions within this classification are identified in Exhibit A.

Based upon various legislative changes and conditions that occur within public education, the District recognizes the need for a comprehensive and fully integrated plan for confidential employees based upon the following:

- Confidential classifications are excluded from engaging in the practice of collective bargaining, therein
  personnel and compensation policies and procedures for confidential employees are established under
  the authority of the District Governing Board and implemented under the delegated authority of the
  Chancellor. This structure provides the required emphasis for the special needs of the confidential group,
  include the following:
  - The varying fiscal conditions in the state, coupled with changes in District enrollment patterns, present ongoing challenges. Flexibility in the use of limited resources is one appropriate response to these ever-changing fiscal conditions, which may impact the confidential group;
  - An awareness of public policy, educational futures, and changing social conditions, all of which influence the environment surrounding higher education, which directly impact all District personnel and present matters of major concern;
- As the building of a "confidential team" is emphasized through the development of individuals, the kinds of personnel and compensation policies that recognize achievement necessitates the development of a structure to address an incentive-based model.
- Finally, as change will continue to erode the effectiveness of past practice, it is appropriate and necessary that existing practices be reevaluated. One central principle is to align authority, responsibility, and compensation.
- The Plan is an integrated personnel system covering appointment, evaluation, advancement, compensation, benefits, employment status, education and development, layoff, leaves, personnel rights, and conditions of employment.
- Administration and implementation of the Plan are the responsibilities of the Office of Human Resources under the delegated authority from the Chancellor.

# II. CONFIDENTIAL FUNCTIONS

Confidential employees are those who are 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. The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a confidential employee.

## III. RESPONSIBILITIES OF INDIVIDUALS

Responsibilities are set forth in the respective class specifications (i.e job descriptions) for each confidential position <a href="http://www.sbccd.org/Human\_Resources-Jobs/Job\_Descriptions/Confidential">http://www.sbccd.org/Human\_Resources-Jobs/Job\_Descriptions/Confidential</a>.

# IV. CONFIDENTIAL PROFESSIONAL DEVELOPMENT OBJECTIVES

The District and colleges shall establish integrated professional development plans consistent with the Educational Master Plans and District strategic priorities.

Needs assessments surveys will be conducted at least annually to identify professional development needs among employees.

#### PROFESSIONAL DEVELOPMENT OBJECTIVES

- To facilitate and enhance effectiveness of confidential employees through evaluation of performance and the recognition of accomplishment.
- To provide flexibility to accommodate the variations in job requirements and performance expectations which are a normal part of a changing environment in which the district must operate.
- To provide a confidential evaluation process that encourages higher levels of performance and recommends specific areas of professional development activities.

# V. BASIC COMPONENTS OF THE PLAN

#### **5.1 COMPSENSATION**

The salary structure consists of a classification salary schedule with a salary range including steps established for each confidential position (see Exhibit A).

The classification salary schedule shall be developed based upon a salary survey of the eight community college districts used for salary comparison purposes by San Bernardino College for this employee group. These colleges include similar sized, multi-campus Districts and include the following:

Chabot/Las Positas Community College District Contra Costa Community College District Foothill/De Anza Community College District Marin Community College District San Mateo County Community College District West Valley/Mission Community College District Peralta Community College District Ohlone Community College District

Salary adjustments may be provided and are subject to approval by the Chancellor and the Governing Board.

## 5.2 SALARY ADMINISTRATION

Confidential employees are normally expected to have a variation of experience and proven capabilities. In order to provide the Chancellor and the governing board adequate flexibility in the hiring and placement of confidential employees in the respective positions, initial salary placement shall be determined through conferred agreement with the Chancellor who shall recommend placement on the salary schedule to the governing board for approval.

## 5.2.1 DIFFERENTIAL PAY

Shift differential pay shall be at a rate of 2 1/2% for swing shift or split shift; and a 5% rate of pay for the graveyard shift. Approval for shift change or overtime must be obtained in advance from the appropriate manager.

Definitions:

- 1. **Swing:** When hours of work regularly assigned exceed 4:30 p.m. by more than three (3) hours per day (regular five-day consecutive workweek). Employees must work this shift at least three of the five normal workdays.
- 2. **Graveyard:** When hours of work regularly assigned extend beyond 12 midnight by more than three (3) hours per shift (regular five-day consecutive workweek). Employees must work this shift for at least three of the five normal workdays.
- 3. **Split:** When hours of work regularly assigned are split by a break of two or more hours. Employees must work this shift for at least three of the five normal workdays.

# 5.2.2 LONGEVITY PAY

1. Recognition for length of service shall be provided in accordance with the following schedule:

YEARS OF SERVICE WITH THE DISTRICT	COMPLETED NUMBER OF YEARS OF EMPLOYMENT WITH THE DISTRICT	AMOUNT OF STIPEND
6-11	5-10	\$850
12-16	11-15	\$1000
17-21	16-20	\$1150
22-26	21-25	\$1300
27-31	26-30	\$1450

- 2. Longevity is paid over a 12-month period. The first longevity payment will be made following five complete years of service. The maximum service credit to be allowed is for thirty years.
- 3. The amount of long service pay will be paid only to those actually employed on the date of payment, except upon retirement in which case the long service payment will be in proportion to the fraction of the year worked. The payment date and method are subject to change in accordance with County of San Bernardino payroll processing.
- 4. In order to be eligible for long service pay, an employee must qualify for inclusion in the Retirement Program, i.e., must be employed half-time or more.
- 5. Any year in which an employee receives an unsatisfactory performance evaluation will not be counted as a year of service for the purpose of calculating long service recognition credit.

# 5.3 CLASSIFICATION REVIEW

The college is a dynamic entity and, as such, procedures must be in place that provide an opportunity for adjustment to classifications in order to meet the legitimate needs of the college. The procedures set forth herein will provide for classifications to be reviewed when it can be demonstrated that there has been a significant change(s) in duties/responsibilities and accountability.

## 5.3.1 RECLASSIFICATION REQUESTS

A position may be considered for reclassification which is initiated by a Confidential Employee or Supervisor once the member has completed two years in a specific position and it can be shown that responsibilities or additional duties at a higher level have been added to the position, which is not reflected in the job description. An increase in the workload at the same level does not qualify for reclassification. A Confidential Employee who has been granted a reclassification must complete two (2) fiscal years (July 1 to June 30) in the new classification before applying again for a reclassification review.

# 5.3.2 RECLASSIFICATION PROCEDURE

The reclassification request will be completed by using the "Position Description Questionnaire Form." The form must be signed by the Confidential Employee, the immediate supervisor and the Chancellor. The form must be submitted to Human Resources by the employee or supervisor making the reclassification request. A date stamped copy of all submitted forms will be provided to the confidential employee.

The District will conduct an analysis and review of the Position Description Questionnaire based on the following:

- A completed "Position Description Questionnaire Form";
- A desk audit, if deemed necessary;
- Internal and external audits of similar or related positions as necessary;
- Interviews with the Confidential Employee and the Employee's immediate supervisor and/or manager; and the college President or Vice Chancellor or Chancellor; and
- Any other relevant information requested by the Vice Chancellor of Human Resources and Police Services.

If an external scan of the labor market is necessary, the primary sources for external data will be as follows:

Chabot/Las Positas Community College District Contra Costa Community College District Foothill/De Anza Community College District Marin Community College District San Mateo County Community College District West Valley/Mission Community College District Peralta Community College District Ohlone Community College District

When necessary, additional sources may be identified.

The HR Analyst shall issue a written recommendation for classification and salary range based on the completed analysis. In addition, if a revised or new job description is warranted the recommendation shall be presented to the Vice Chancellor of Human Resources and Police Services. The Vice Chancellor of Human Resources and Police Services, or designee, shall review these recommendations and, if necessary, meet with the classification professional, appropriate District administrators and Chancellor and/or schedule subsequent meetings with the Confidential Employee. The effective date of an approved reclassification shall be the date the application was date stamp received by the Office of Human Resources.

# 5.3.3 APPEALS

If the Confidential Employee disagrees with the reclassification decision, he/she may submit a written appeal. Such an appeal must be based upon errors and/or omissions in the new job description and filed in the Human Resources Department within 30 days from the date when the written reclassification notification was received.

The appeal will be considered by an Appeal Panel composed of two (2) administrators selected at the Chancellor's discretion and the Vice Chancellor of Human Resources and Police Services, or designee, with the Human Resources Analyst serving as a resource.

The Appeal Panel will consider the appeal within 30 days upon the receipt of the written appeal. The results of the Appeal Panel meeting will be communicated to the Confidential Employee and his/her supervisor in writing by June 1 of that year.

If the Appeal Panel recognizes errors and/or omissions, the recommendation shall be revised.

The determination of Appeal Panel is final with no further appeal possible. Any reclassifications shall be effective July 1, contingent upon Board approval.

## 5.4 PERSONNEL FILES

There shall be one (1) official District personnel file for each confidential employee. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any matter affecting the status of the confidential employee's employment with the District.

The personnel file shall include, but not be limited to, records of employment with the District and records of professional evaluation. The personnel file shall be kept in a secured environment in the Office of Human Resources. When a confidential employee's file is opened for any purpose other than routine office work, a file log shall show the name of the person opening the file and the date.

A confidential employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the confidential employee's personnel file with the exception of material that includes ratings, reports, or records that were obtained prior to employment.

All personnel files shall be kept in confidence and shall be available for inspection only to the immediate supervisor and the senior administrator of human resources or designee, when it is deemed necessary for the proper administration of the District's affairs and the supervision and protection of the confidential employee.

Any person who places written material of a derogatory nature into a confidential employee's file will first present a copy of such material to the confidential employee concerned. The confidential employee will have a right of rebuttal within twenty (20) working days of the receipt of such material and have it attached. Under no circumstances will any derogatory information be entered into a personnel file without the confidential employee's knowledge.

#### 5.5 PERMANENCY

Confidential employees will serve in assignments at the pleasure of the Governing Board as prescribed by the California Education Code. They are subject to serve a twelve (12) month probationary period. Employees who are in confidential classifications are evaluated and retained based on such factors as performance, contribution, and

value to the district. Those employees who are classified regular and are placed in or promoted to confidential positions shall retain any earned status rights and retreat rights.

# 5.6 HOURS OF WORK/OVERTIME

The workweek for all confidential employees shall be a minimum of forty (40) hours. A department may implement for its confidential employees an alternative work schedule (AWS) instead of traditional fixed work schedules (e.g. 8 hours per day, 40 hours per week). AWS can enable employees to have work schedules that help the employee balance work and family or personal responsibilities. An example of AWS is a 9/80 work schedule. AWS are at the discretion of the department and subject to mutual agreement between the supervisor and the confidential employee.

Summer hours Lunch Periods Rest Periods

All overtime hours shall be compensated at a rate of pay equal to time and one-half the regular rate of pay for the confidential employee if the work is authorized, from prior approval by the immediate supervisor. Employees shall not be paid unauthorized overtime.

Overtime is defined to include any time greater than fifteen (15) minutes worked in excess of the regular workday, including AWS (alternative work schedules) that have been preapproved, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.

Any confidential employee required to return to work on the same day after completion of his/her regular assignment or called in to work on a day when the confidential employee is not scheduled to work shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time required to be worked.

Approval for shift change or overtime must be obtained in advance from the appropriate manager.

Overtime shall be reported on the time sheet at the end of the month by dates, hours and emergency or event requiring overtime. The immediate supervisor shall sign the time sheet.

# 5.7 COMPENSATORY TIME

A confidential employee may take compensatory time off in lieu of cash compensation for overtime work. Such understandings shall be put in writing prior to the overtime assignment. Compensatory time off shall be granted at the appropriate rate of overtime pay. Compensatory time shall be taken at a time mutually acceptable to the confidential employee and the District in accordance with applicable provisions of the California Education Code and the Fair Labor Standards Act, and shall not exceed the fiscal year when the time was accrued unless authorized and approved by the immediate supervisor.

# 5.8 TEMPORARY WORK ABOVE CLASSIFICATION

Confidential employees, when required to perform duties above their stated classification for any period of time that exceeds five (5) days within a fifteen (15) calendar day period, shall be compensated at the range for duties performed per the California Education Code, Section 88010.

When the needs of the District dictate that a confidential employee be temporarily assigned a portion of the work in a different classification, the level of compensation shall be determined ahead of time by the senior administrator of human resources or designee with input from the supervisor and confidential employee. Should the employee work out of classification, it shall not exceed a total of 960 hours within one (1) fiscal year.

# 5.9 TRANSFERS

**DEFINITION.** For the purpose of this Section, a "transfer" shall mean the voluntary relocation of a confidential employee from one department, school, or site to another within the same classification.

The District shall notify all confidential employees of vacant confidential positions, as they become known. Confidential employees desiring to transfer to such vacant positions may request a transfer, provided such request is filed within five (5) working days of notice of the vacancy by the administration. The transfer request shall be submitted in writing to the senior administrator of human resources or designee.

Prior to creation of a vacancy, a confidential employee may also request a transfer by filing an appropriate written request with the senior administrator of human resources or designee. All requests for transfer submitted in this manner shall be kept on file for at least one (1) year from the date of submittal.

In either case, the confidential employee shall be considered for the vacancy before any new employee is considered.

Transfers shall be considered on the basis of meeting the minimum qualifications of the position. Each person that applies and qualifies shall be interviewed by the appropriate supervisor. The District reserves the right to approve or disapprove any transfer request.

## 5.11 RECONSIDERATIONS

Requests for reconsideration of personnel decisions, shall be submitted to the appropriate administrator who shall submit the request to the Chancellor. The Chancellor's decision shall be final.

## 5.12 PROMOTIONS

Confidential employees may be promoted to a classification with a higher salary either within the same level or in a different level. Promotions must be to classifications that have been Board approved.

**Promotional Trial Period**. A permanent confidential employee shall serve in a trial status in a new position for no less than six (6) months of actual paid service following promotion. All paid leave except Extended Illness Leave shall be counted in satisfaction of the six (6) month service requirement. Return to the employee's former class will occur upon employee or District request during this trial period.

In the event an employee is deemed unsuccessful in the new position, or requests return he/she shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept.

## 5.13 EVALUATION PLAN

Employees in the confidential group shall be evaluated biannually, every two (2) years in the month of April after completing probation.

Probationary confidential employees will be evaluated after three (3) months, six (6) months, and nine (9) months of service, and thereafter every two (2) years on the confidential employee's anniversary date. The evaluation shall form the basis for recommendations for development or other activities related to professional development. The District retains the right to conduct off-cycle evaluations at any time.

The evaluation process shall include a self-evaluation (Appendix B) by the confidential employee and a performance evaluation by the supervisor (Appendix C).

The confidential employee will evaluate his/her performance in the following areas: responsibilities identified in the position description, professional development activities, special projects, and other unanticipated responsibilities (see Appendix B).

The supervisor will take into consideration the confidential employee's self-evaluation. The evaluation (Appendix C) will be comprised of the following components:

- 1. Performance of responsibilities as defined in the position description.
- 2. Optional areas for professional growth.
- 3. Work behaviors
  - Commitment to the District's mission
  - Ability to engage in positive, cooperative relationships
  - Decision-making ability
  - Written and verbal skills
  - Supervisory skills, if appropriate
  - Time and resources management
- 4. Other activities and responsibilities
  - Participation in community organizations and in committees of the college
  - Unanticipated activities
  - Special assignments and projects
  - Budget management including contributions to cost effectiveness

# 5.13.1 PERFORMANCE CONFERENCE

The confidential employee and the manager will agree upon a mutually convenient time to meet for a review the confidential employee's evaluation, in the month of April on their scheduled evaluation year. The original evaluation will be forwarded to the Director of Human Resources, for placement in the confidential employee's personnel file.

# 5.14 PROFESSIONAL DEVELOPMENT/GROWTH INITIATIVE

Professional development allows for self-development, improvement, and growth within the profession. Several opportunities exist for growth and development to include undergraduate/graduate courses, degrees, certification programs, workshops, professional association meetings, mentorship programs, and professional conferences. A description of programs and activities that qualify as professional growth and development are provided below:

## **Course Designations**

- 1. Job-Related Courses
  - a. Subject matter related to position occupied by employee, for example Technology, Leadership, Verbal and Written Communication Skills, Customer Service, or;

- b. Related to position to which employee might logically advance from current position, or;
- c. Knowledge gained from the course may be deemed beneficial to the department through participant's application of increased knowledge or skill.
- 2. General Education Courses Non-job-related courses are intended to improve the employee's education, knowledge, and understanding of the college and the community, in the belief that an enlightened, educated employee is a better employee.
- 3. Noncredit Courses Noncredit courses, such as conferences, workshops or seminars are those which meet the requirements for which grades are not normally awarded.
- 4. Non-college level courses and ungraded courses, such as conferences, workshops, or seminars
- 5. Service in job-related educational or professional associations, including holding elective office in: 1. Local association: one unit for full year in office. 2. County, state or national association: one unit for full year in office.

# 5.14.1 EDUCATION REIMBURSEMENT (DISTRICT CAMPUSES): EMPLOYEE

The District shall reimburse permanent confidential employees employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) District campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the employee.
- Only those classes offered by either of the two (2) District campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.
- All courses for which a confidential employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Director of Human Resources. If the request by the immediate supervisor is denied, it may be appealed to the Vice Chancellor, Fiscal Services.

# 5.14.2 EDUCATIONAL REIMBURSEMENT (OUTSIDE OF DISTRICT): EMPLOYEE

Employees on the confidential employee salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the District with a grade of "C" or better which pertain to their confidential position. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the District is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time confidential employees who have completed their probationary period as a confidential employee shall be eligible for this benefit.

All courses for which a confidential employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Director of Human Resources. If the request by the immediate supervisor is denied, it may be appealed to the Executive Vice Chancellor.

# 5.14.3 EDUCATIONAL REIMBURSEMENT: BENEFIT ELIGIBLE DEPENDENTS

The District shall reimburse benefit eligible dependents of confidential employees employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) District campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two (2) District campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each employee and their eligible dependents.

# 5.14.4 DEFINITION OF BENEFIT ELIGIBLE DEPENDENT

Benefit eligible dependents include a spouse, registered domestic partner or child:

- 1. Child up to age 25
- 2. Disabled children over age 19

# 5.15 LEAVES OF ABSENCE

# 5.15.1 GENERAL LEAVES PROVISIONS

- 1. A record of all absences is to be maintained by the District's Payroll Office. Each month, all confidential employees shall submit to the District's Payroll Office a signed "Permanent Employee Work Report" documenting all absences for the month.
- 2. Absence without loss of pay shall be granted to confidential employees (1) to serve jury duty, and (2) to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the confidential employee.
- 3. Confidential employees shall be entitled to any/all leave provisions as provided by law. Below is a partial list of the most common types of leaves.

# 5.15.2 VACATION LEAVE

Earned vacation may not be taken until a minimum of one month of service has been completed.

Confidential employees covered by the Plan earn 16 hours per month or twenty-four (24) vacation days per year. Confidential employees who work less than 12 months per year and/or forty (40) hours per week shall earn vacation on a pro-rated basis (see tables below).

- Vacation time shall be earned and accumulated on a monthly basis. Credit for vacation leave must be accrued prior to taking such leave. The maximum number of vacation days that can be accrued is forty-eight (48). In no instance shall a confidential employee be permitted to accrue more than forty-eight (48) days.
- A confidential employee terminating for any reason after the completion of the initial six months of employment shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the employee's last working day before termination.
- Vacations shall be scheduled by the District with consideration being given to the needs of the District and the preference of the employee. All vacations must be approved in advance by the immediate supervisor.
- When two or more employees in the same department apply on the same day for vacation for the same period of time, preference shall be given to the senior employee(s) if at least one but not all such employees can be granted vacation for such period of time.
- If one or more holidays fall within a scheduled vacation period, vacation will not be charged on the day designated as a holiday.
- Employees assigned to positions of fewer than twelve months must take vacation during the period between their first and last day of regular paid status.

- Employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to the Department of Human Resources for review.
- Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one (1) full-month
  of employment.

PARTIAL MONTHS. Vacation earned for partial months worked shall be as follows:

Less than one (1) week	25% of a month's entitlement
One (1) week to two (2) weeks	50% of a month's entitlement
More than two (2) weeks	100% of a month's entitlement

PART TIME WORKER VACATION ACCRUAL. Confidential employees working less than full time shall earn vacation on a pro rata basis of the amounts shown below.

Less than forty (40) hours	25% of a month's entitlement
Forty (40) hours to eighty (80) hours	50% of a month's entitlement
Eighty (80) hours or more	100% of a month's entitlement

# 5.15.3 SICK LEAVE

Notification of illness shall be made directly to the immediate supervisor at the earliest feasible moment. Notification must occur not later than one (1) hour before the start of the work shift in order to be eligible for paid sick leave, unless notification by such time is not feasible.

An illness absence shall be an absence of the confidential employee due to illness or disabling condition which prevents the employee from performing his or her assigned functions including: physical or mental illness, medical, dental or psychiatric appointments that cannot be reasonably met during off-duty hours, and any physically disabling condition, including pregnancy disabilities, which prevents the employee from performing assigned duties.

A statement from a physician verifying the employee's illness may be required by the Human Resources Office. In cases of serious illness or accident, the District may require confidential personnel to submit a written release by the doctor before returning to work. The District also reserves the right to require a physical or mental examination, at the District's expense, by a physician designated by the District. Return for limited duty, or less than the normal work schedule, shall not be permitted except where the District, at its discretion, grants specific written permission.

Each full-time confidential employee shall accrue eight (8) hours of sick leave with pay for each month of service. Sick leave may be accumulated without limitation. The full amount of sick leave shall be credited to each employee at the beginning of each fiscal year with the exception of probationary employees who are entitled to only six days of sick leave before serving six months. Sick leave shall be taken in increments of not less than one hour.

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 up to the amount which would be accrued by June 30 of that fiscal year, with the exception of probationary employees specified above. Confidential employees who work less than 12 months per year and/or forty (40) hours per week shall accrue sick leave on a pro-rated basis.

Any confidential employee who has been an employee of another California public school district for a period of one calendar year or more, and who is employed by this District within one year of termination from such other District, shall have earned sick leave in the previous district transferred to this District.

An employee who has used all sick leave and is absent due to illness may have those additional days of absence charged against any accumulated vacation days or compensatory time off as agreed by the confidential employee.

Unused sick leave may, under certain circumstances, be converted to service credit at retirement as determined by the public retirement system.

A confidential employee shall be credited once a fiscal year with the total of not less than 100 working days of paid sick leave, excluding sick days listed above in Section 5.15.3. Such days of paid sick leave are in addition to those days of sick leave under Section 5.15.3 shall be compensated at 50% of the confidential employee's regular salary. Such additional days shall be exclusive of any other paid leaves, holidays, vacation, or compensatory time to which the confidential employee may be entitled. The 100 working days of extended sick leave shall be allocated on July 1<sup>st</sup> of each fiscal year the 50% (half pay) extended sick days will be utilized only after all accrued regular full pay sick leave is exhausted. At the conclusion of the 100 working days of 50% half pay extended sick leave, the confidential employee may elect to use any other available leaves.

## 5.15.4 EXTENDED ILLNESS LEAVE

When a permanent confidential employee has been sick for an extended period of time and accumulated sick leave is not available, the employee shall be paid fifty percent of the employee's regular salary, whether or not a substitute is employed.

This benefit shall apply for up to five calendar months for illness or accident in any fiscal year and only during the period of an employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five calendar months for illness or accident in any fiscal year and only during the period of an employee's regular assignment or for no more than five calendar months.

The five-month period begins for the first illness in any fiscal year on the day of absence following the last day of sick leave earned during the year.

## 5.15.5 PERSONAL NECESSITY LEAVE

Confidential employees may use up to seven (7) days of accumulated sick leave perfiscal year as personal necessity. Any days of leave of absence for illness or injury allowed pursuant to Section 88207 of the Education Code.

No such accumulated leave in excess of seven days may be used in any school year. Request for such leave of absence shall be submitted to the immediate supervisor as appropriate prior to absence, explaining the specific nature of the personal emergency.

Personal necessity is defined as an activity that is serious in nature, cannot be reasonably disregarded, can only be performed during the normal workday, and cannot be performed before or after regular working hours. Paternity leave, death in the family, illness or accident involving the confidential employee or property or member of the immediate family, certain types of medical and dental services, or other compelling personal reasons are included as

personal necessity leave. The use of this leave, due to a death in the immediate family, would be in addition to bereavement leave.

The following limits the conditions placed upon allowing a personal necessity leave and personal necessity leave pay:

- 1. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- 2. Payment for such absence.
- 3. No personal necessity leave shall be in increments of less than one hour.
- 4. Personal necessity leave shall not be used to compensate any employees whose absence results from participation on a strike, work stoppage, work slow-down or other form of labor disturbance.

Each confidential employee shall be entitled to use annually up to two (2) of the seven (7) days of personal necessity leave, for the purpose of conducting personal business.

## 5.15.6 BEREAVEMENT LEAVE

This program provides a confidential employee with up to three (3) days absence or five (5) days of absence if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any members of his/her immediate family. Member of the immediate family means the mother, father, grandparent or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee. At the discretion of the District, additional days of leave, whether paid or unpaid, for bereavement purposes may be granted by the District.

Requests for bereavement leave extensions or for persons other than immediate family may be granted at the discretion of the Chancellor or designee.

In order to receive bereavement leave benefits, an employee must notify his or her supervisor prior to the start of the employee's regular work shift unless such notification is not feasible. In such case notification shall be made as soon as is feasible. Upon request, after the return of an employee from bereavement leave, the District may require necessary proof that the employee met the requirements of eligibility for bereavement leave.

# 5.15.7 JURY DUTY LEAVE

When a confidential employee is absent because of a mandatory court appearance as a juror, said employee shall suffer no monetary loss by reason of said service. Such employee shall receive his/her regular salary upon receipt by the district of valid jury duty verification but shall reimburse to the district the amount of fees received from the court, excluding those paid for mileage.

A copy of an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted to the District Human Resources Office. Upon verification of jury service, the employee shall receive his/her regular salary for the period of absence attributable to that service.

An employee whose work hours in the District are other than 8:00 a.m. to 4:30 p.m. shall be temporarily reassigned to those hours for the duration of that employee's jury service.

# 5.15.8 PARENTAL LEAVE

A confidential employee can take up to 12 weeks of leave to bond with a newborn child, a newly adopted child or a child newly placed in foster care within 12 months of the event. To be eligible for Parental Leave, employee must have completed 12 months of service with the district at the start of the Parental Leave. Employees are eligible to use accrued sick leave while out on Parental Leave. Upon exhaustion of all accrued sick leave hours, confidential employees are eligible for 50% of salary while out on Parental Leave, not to exceed 12 weeks.

# 5.15.9 INDUSTRIAL DISABILITY LEAVE

- 1. The employee may not leave the state during the leave period unless authorized by the Board of Trustees.
- 2. When all industrial leave and sick leave benefits have been exhausted, the employee must be placed on the reemployment list for a period of 39 months.

Job related accident or illness (industrial accident and industrial illness) is defined as any injury or illness arising out of and in the course of employment. A maximum of sixty (60) working days of leave is available for the same accident or illness.

The industrial accident or illness leave shall not be accumulated from year to year. When accident or illness overlaps into the next fiscal year, the employee is entitled only to the balance of the sixty days not used. Industrial accident or illness leave shall commence on the first (1st) day of absence.

When an industrial accident or illness absence occurs, the confidential employee shall be paid a salary which when added to the Worker's Compensation benefit amount will yield full salary. During a paid leave of absence, the confidential employee shall endorse to the District all Workers' Compensation benefit checks received for industrial accident or illness. The District, in turn, shall issue the confidential employee's appropriate salary warrants and shall deduct normal retirement and other authorized contributions.

When an industrial accident or illness leave overlaps into the next fiscal year, the confidential employee shall be entitled to only the amount of unused leave due for the same illness or injury. Upon termination of the industrial accident or illness leave, the confidential employee shall be entitled to the benefits of such other leaves as may be provided by law or regulations. Any confidential employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State. This leave shall not be considered to be a break in service of the confidential employee.

## 5.15.11 MILITARY LEAVE

A military leave of absence will be granted to confidential employees pursuant to the California Education Code. Such leave shall be supported by a copy of the official orders requiring the confidential employee to report to active duty.

Regular employees or probationary employees whose combined District service and military service total one full year shall be entitled to full pay for the first 30 calendar days of absence for reserve training in any one fiscal year. Such leave must be verified by a copy of the military orders requiring military pay.

# 5.15.12 CATASTROPHIC LEAVE DONATION PROGRAM

Any confidential employee who suffers from a catastrophic illness or injury or who must be absent to care for a member of the confidential employee's immediate family who suffers from a catastrophic illness may participate in a catastrophic leave donation program, provided:

- The confidential employee requests in writing to participate.
- The confidential employee provides written verification of the catastrophic illness or injury or of the catastrophic illness or injury of the immediate family member.
- The confidential employee exhausts all accrued paid leave credits.
- The District determines that the confidential employee is unable to work due to the confidential employee's or the immediate family member's catastrophic illness or injury, and in the case of the immediate family member, the confidential employee's need to care for the family member.

Confidential employees desiring to donate sick/vacation leave credits shall authorize their irrevocable donation in writing for a minimum of eight (8) hours, and in one hour increments thereafter.

A catastrophic illness or injury is one which is expected to incapacitate the confidential employee or the immediate family member for at least forty-five (45) days or which is diagnosed as a terminal illness or injury.

Upon return to work, the confidential employee may continue to use donated leave credits for the purpose of related, follow-up medical care consistent with the provisions outlined in this article. The maximum amount of time for which donated leave credits may be used, shall not exceed twelve (12) consecutive months (California Education Code Section 87045).

**Definitions:** Catastrophic illness or injury means an illness or injury that is expected to incapacitate a confidential employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because the employee has exhausted all of his or her sick leave and other paid time off. Immediate family member(s) for the purpose of this policy is defined to include only the following: spouse, registered domestic partner, children and legal dependents.

**Basic Provisions**: The following provisions apply to the catastrophic illness leave (CIL) bank available to confidential employees: Any employee with a balance of eligible sick leave credits of twenty-five days or more after such donation may donate days to the bank, up to, but not more than fifteen days per year. Any employee may receive CIL leave credits from the bank when approved in accordance with the required provisions. There will be no attempt to evaluate a day donated or received on the basis of the pay rate of the donor or the recipient.

**Procedure:** The applicant or his/her designated agent for CIL must submit an Application for Catastrophic Illness Leave - District form to the Benefits Analyst in Human Resources. All requests must be accompanied by a health care provider's statement verifying the catastrophic illness or injury (as defined above) of the employee or his/her immediate family member. The Benefits Analyst will provide the Director of Human Resources and/or the Vice Chancellor of Fiscal Services relevant information and documentation for approval of catastrophic illness leave. The District will attempt to protect the privacy of the applicant.

**Establishing the Bank and Collecting Deposits**: There will be an initial call from the office of Human Resources for donations to establish the bank. There will be an annual call for donations, unless the bank has more than 90 days. In addition, there will be calls for donations by Human Resources when the bank balance falls below 45 days. Donations from a terminating employee will be accepted at any time so long as the form is completed and received in the Department of Human Resources within 30 days of the end of employment. The terminating employee must voluntarily donate their entire balance of sick leave.

**Eligibility Requirements:** To be eligible for CIL, the employee must have exhausted all accrued sick leave, administrative leave, and vacation. If an applicant is eligible for differential pay, the leave drawn from the bank will be prorated to bring the employee up to, but not over, his/her base salary.

Length of Leave: The maximum length of CIL is a total of 90 workdays including those which use substitute differential leave. In extreme cases where additional leave is needed the employee may make a request for additional days to the Director of Human Resources.

**Donation Process:** A written Donation of Sick Leave form must be submitted and signed by the donor. Donation forms shall be submitted to the Human Resources Department. Donated leave becomes the property of the bank until authorized for allocation by the Director of Human Resources, and under no circumstances will donated leave be returned to the donor (except as a recipient of CIL). Donations are completely voluntary.

**Termination of Catastrophic Leave:** CIL terminates and any remaining donated sick leave is returned to the bank, when:

- The recipient terminates employment with the District.
- The need no longer exists based on physician's recommendation
- The bank runs out of donated sick days.

# 5.15.13 UNPAID LEAVE

All leaves described under this section shall be without pay.

- Non-paid leaves of absence of five days or less may be approved by the immediate supervisor and/or manager. All requests for such leaves greater than five days shall be submitted to the Board of Trustees for its consideration. The granting of any such leaves is solely at the discretion of the Board or the immediate supervisor and/or manager, as the case may be. No non-paid leave of absence shall be granted until an employee's earned vacation entitlement shall have been fully used.
- 2. An individual on unpaid leave retains the right to District employment at the end of the leave but does not retain the right to return to the specific position vacated. Whenever practicable, a confidential classified employee returning from an approved non-paid leave of absence will be returned to the job classification and position location to which the employee was assigned prior to the approved leave. If it is not practicable to return the employee to the job classification and/or the position location to which the employee was assigned prior to the approved leave, the District will attempt to place the employee into a position as nearly alike as possible to the position the employee occupied prior to the approved non-paid leave of absence.
- 3. No unpaid leave will be granted to an employee who takes a position with another organization that by its nature is considered to be permanent and continuing.
- 4. In any non-paid leave of absence of five days or less, there shall be no elimination of the amount payable by the District toward health and welfare benefits.
- 5. The entire time of unpaid leave of absence in excess of five days shall not be counted toward the calculation of vacation, sick leave, or other fringe benefits. Further, during such period the employee shall retain seniority, but not accrue any additional seniority. Employees on approved unpaid leave for a period greater than fifty percent of a given fiscal year shall not receive credit for annual salary increment for the year of the leave.
- 6. No more than one full-year unpaid leave will be granted to an employee, and such leave shall not extend beyond one year.
- 7. A notice of intent to return must be filed in writing with the District Human Resources Office three months prior to the anticipated date of return.

- 8. An unpaid leave is not a break in service but an individual on unpaid leave will not receive advancement credit on any salary schedule, will not be credited with sick days or vacation days, and will not receive retirement credit while on leave. However, the employee shall retain his/her employment status (i.e. seniority).
- 9. At the discretion of the Governing Board, a confidential employee may be granted a leave of absence of up to one (1) year without pay for unspecified reasons. Such leave shall not constitute a break in service; however, District paid benefits shall not be paid during the leave. An individual on unpaid leave may purchase continued coverage under District health, dental, and life insurance plans.

# 5.16 HOLIDAYS

Each confidential employee covered by this Plan shall be entitled to the following holidays on the days specified, provided they are in paid status on the working day immediately preceding or succeeding the holiday:

Independence Day<sup>\*\*</sup> Labor Day Veteran's Day Thanksgiving Day Friday following Thanksgiving Christmas Eve Winter Break (Five days from December 25 – December 31) \* New Year's Day Dr. Martin Luther King Jr. Day Lincoln's Day Washington's Day Memorial Day

\*Winter Break was established to incorporate: Day in lieu of shopping day, fall semester recess period, and day in lieu of Admissions Day.

\*\* Independence Day: If the holiday falls on a day the District is closed, CSEA will negotiate the day this holiday will be observed, and the Confidential Group will be notified.

Confidential employees shall be entitled to such additional holidays, other than those listed above, as are mandated by the United States president, the Governor, or the Governing Board under Section 88203 of the Education Code.

Employee's birthday is to be included as an additional holiday. The day must be scheduled with prior reasonable notification for a date within that calendar year and must be mutually agreed upon between the employee and the supervisor.

4/10 Summer Alternate Work Schedule: CSEA negotiates the start and end date for the summer Alternate Work Schedule, and the Confidential Group will be notified. Generally, the 4/10 schedule begins the first full week of June and ends the last full week in July. The summer work 4/10 AWS start time and end times shall be based on the existing work schedules by adding two (2) hours Monday-Thursday. The existing work schedules can be adjusted by no more than two (2) hours before or after start/end times.

When a holiday falls on a Saturday, for those confidential employees whose normal workweek is Monday through Friday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

When a holiday falls on a Friday or Saturday for those confidential employees whose normal workweek is Monday through Thursday (i.e. during 4/10 summer hours), the holiday will be observed on the preceding Thursday.

# 5.17 HEALTH BENEFIT PLANS

The District provides its confidential employees covered under this Plan with a variety of health benefit programs.

- 1. **Medical Insurance**. At least one (1) group medical plan will be contracted for confidential employees and eligible dependents at no cost share to the employee and will cover a variety of medical benefits including prescription drug coverage. Employee may have the option to elect a different group medical plan that includes a premium deduction from the employee's pay warrant.
- Dental. At least one (1) group dental plan will be contracted for confidential employees and eligible dependents at no cost share to the employee and will cover a variety of dental benefits including orthodontic benefits. Employee may have the option to elect a different group dental plan that includes a premium deduction from the employee's pay warrant.
- 3. **Vision**. At least one (1) group vision plan will be contracted for confidential employees and eligible dependents at no cost share to the employee and will cover a variety of vision benefits including lenses, frames or contact lenses. Employee may have the option to elect a different group vision plan that includes a premium deduction from the employee's pay warrant.
- 4. Section 125. The Section 125 plan allows confidential employees to redirect a portion of salary, on a pre-tax basis, to a flexible spending account to provide reimbursement for two specific types of expenses: Dependent Day Care (DDC) and Unreimbursed Medical (URM). This benefit is offered through the District's approved third-party administrator American Fidelity.
- 5. Life Insurance and Accidental Death & Dismemberment Benefit. This program provides a \$50,000 term group life insurance plan and a \$2,000 Accidental Death & Dismemberment (AD&D) insurance plan to confidential employees. In addition, confidential employees can elect to purchase supplemental term life and/or AD&D coverage on themselves and eligible dependents.
- 6. Worker's Compensation. This program ensures that a confidential employee will have adequate means of support while unable to work as the result of a work-related injury or illness.
- 7. **Unemployment Insurance.** This program provides that a confidential employee will have some means of support while unemployed through no fault of his/her own.
- 8. California Public Employees Retirement System (CalPERS). The retirement system provides several retirement benefit options. The confidential employee is required to contribute a monthly percentage of their gross wages their individual CalPERS account through pay warrant deductions. Refer to the CalPERS handbook for further information.
- 9. **Tax-Sheltered Annuity Plan.** Confidential employees have the option to participate in a 403(b) and/or 457 plan to supplement their retirement income.
- 10. Chiropractic
- 11. Employee Assistance Program (EAP)

The District shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each employee who works twenty (20) or more hours per week on a regular basis. Confidential employees who elect to

enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the last expensive medial package and the package selected by the individual through payroll deductions.

"OPT OUT" Option (Medical Only). Confidential employees who provide proof of other medical coverage may decline enrollment in a medical plan with the District based on the following:

- This option is available on a first-come, first serve basis.
- No more than 10% of members of any plan may elect this option.
- An annual amount of \$3,000 shall be paid to employees who optout of medical coverage.
- Any member who elects this option shall not be eligible for medical coverages until the next open enrollment period unless a qualifying event occurs.

In the event of a financial hardship as declared by the District, the District agree that the District's contribution per employee for medical/dental/vision/chiropractic/life insurance/EAP package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/EAP package at the time the district claims financial hardship.

# 5.18 BENEFIT COVERAGE UPON SEPARATION

Confidential employees who separate from the District prior to the age of sixty-five (65) and who were participating in the District health and welfare programs, may continue participation in the District medical/prescription drug coverage plan, subject to subsections (a) and (b) below.

# 1. Eligibility

- a. Is younger than age sixty-five (65) and at least fifty-five (55) years of age at the time of separation with at least ten (10) years of service as a permanent contract employee with the District; AND
- b. Is otherwise eligible for coverage under the District medical/prescription drug coverage plan except as provided for in subsection (b) below.

# 2. Conditions

- a. The District will continue on behalf of the qualifying individual at the time of separation, to pay the full amount of the premium.
- b. All benefits under this program shall terminate at the end of the calendar month upon which the confidential employee reaches age sixty-five (65).
- c. In the event that confidential employees who separate from the District under this program, become ineligible to participate in the District-adopted health and welfare programs for any reason other than residency, the District shall have no further obligations under this program, and all benefits shall terminate immediately.

# 5.19 APPOINTMENTS TO LESS THAN FULL-TIME POSITIONS

Individuals appointed to less than full-time (1.00 FTE) but greater than .499 FTE, shall be entitled to full health/medical, dental, vision, and life insurance benefits. All other benefits provided for under the Plan shall be prorated on the basis of percent of full-time equivalent (FTE) and/or number of months worked.

# 5.20 LAYOFF

If a layoff should occur, the California Education Code provisions that are in effect at the time shall apply.

Confidential employees who are terminated as a result of lack of work or lack of funds shall, upon re-employment within thirty-nine (39) months from the termination date, be reinstated with no loss of fringe benefits and seniority. Fringe benefits and seniority are not earned during the period of the layoff. Upon re-employment, the employee shall be credited with the fringe benefits to which he/she was entitled as of the date of his/her layoff.

Notice of Layoff Bumping rights Optional transfer in lieu of layoff Equal seniority Reemployment process

Parking. The District will waive parking fees at all of their sites/facilities for confidential employees.

Mileage: All confidential employees who are pre-authorized in writing by the District's Human Resources to use their vehicle on District business shall be reimbursed for all miles required by the District to be driven in the performance of assigned duties at a rate established by Internal Revenue Service's Standard Mileage Rate for all District employees.

# VI. SAVINGS CLAUSE

If during the life of this Plan, there exists any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Plan, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Plan shall not invalidate any remaining portions which shall continue in full force and effect.

#### APPENDIX A

# CONFIDENTIAL CLASSIFICATIONS AND SALARY COMPENSATION SCHEDULE

SAN BERN	ARDINO 🛞 COMMUNITY COLLEGE DISTRICT		ential Sal d Approve								e 7/1/2019 i/2020.p.1 2]
RANGE	POSITION					ST	ΈP				
		Α	В	C	D	E	F	G	н	I	J
1		\$ 25.26	\$ 26.04	\$ 26.85	\$ 27.68	\$ 28.53	\$ 29.41	\$ 30.32	\$ 31.23	\$ 32.17	\$ 33.14
2		\$ 25.89	\$ 26.69	\$ 27.52	\$ 28.37	\$ 29.24	\$ 30.15	\$ 31.08	\$ 32.01	\$ 32.97	\$ 33.96
3		\$ 26.54	\$ 27.36	\$ 28.20	\$ 29.08	\$ 29.98	\$ 30.90	\$ 31.86	\$ 32.81	\$ 33.80	\$ 34.81
4	Recruitment Specialist	\$ 27.20	\$ 28.04	\$ 28.91	\$ 29.80	\$ 30.73	\$ 31.68	\$ 32.66	\$ 33.63	\$ 34.64	\$ 35.68
5		\$ 27.88	\$ 28.74	\$ 29.63	\$ 30.55	\$ 31.49	\$ 32.47	\$ 33.47	\$ 34.48	\$ 35.51	\$ 36.58
6		\$ 28.58	\$ 29.46	\$ 30.37	\$ 31.31	\$ 32.28	\$ 33.28	\$ 34.31	\$ 35.34	\$ 36.40	\$ 37.49
7		\$ 29.29	\$ 30.20	\$ 31.13	\$ 32.10	\$ 33.09	\$ 34.11	\$ 35.17	\$ 36.22	\$ 37.31	\$ 38.43
8		\$ 30.02	\$ 30.95	\$ 31.91	\$ 32.90	\$ 33.91	\$ 34.96	\$ 36.05	\$ 37.13	\$ 38.24	\$ 39.39
9		\$ 30.78	\$ 31.73	\$ 32.71	\$ 33.72	\$ 34.76	\$ 35.84	\$ 36.95	\$ 38.05	\$ 39.20	\$ 40.37
10	Human Resources Coordinator	\$ 31.54	\$ 32.52	\$ 33.53	\$ 34.56	\$ 35.63	\$ 36.73	\$ 37.87	\$ 39.01	\$ 40.18	\$ 41.38
11		\$ 32.33	\$ 33.33	\$ 34.36	\$ 35.43	\$ 36.52	\$ 37.65	\$ 38.82	\$ 39.98	\$41.18	\$ 42.42
12		\$ 33.14	\$ 34.17	\$ 35.22	\$ 36.31	\$ 37.44	\$ 38.59	\$ 39.79	\$ 40.98	\$ 42.21	\$ 43.48
13		\$ 33.97	\$ 35.02	\$ 36.10	\$ 37.22	\$ 38.37	\$ 39.56	\$ 40.78	\$ 42.01	\$ 43.27	\$ 44.56
14		\$ 34.82	\$ 35.90	\$ 37.01	\$ 38.15	\$ 39.33	\$ 40.55	\$ 41.80	\$ 43.06	\$ 44.35	\$ 45.68
15	Human Resources Generalist	\$ 35.69	\$ 36.79	\$ 37.93	\$ 39.10	\$ 40.31	\$ 41.56	\$ 42.85	\$44.13	\$45.46	\$46.82
16		\$ 36.58	\$ 37.71	\$ 38.88	\$ 40.08	\$41.32	\$ 42.60	\$ 43.92	\$ 45.24	\$ 46.59	\$ 47.99
17		\$ 37.50	\$ 38.66	\$ 39.85	\$ 41.08	\$ 42.36	\$ 43.67	\$45.02	\$46.37	\$47.76	\$ 49.19
18		\$ 38.43	\$ 39.62	\$ 40.85	\$ 42.11	\$43.41	\$44.76	\$46.14	\$ 47.53	\$ 48.95	\$ 50.42
19		\$ 39.39	\$ 40.61	\$ 41.87	\$ 43.16	\$44.50	\$45.88	\$47.29	\$48.71	\$ 50.17	\$ 51.68
20		\$ 40.38	\$ 41.63	\$ 42.92	\$ 44.24	\$ 45.61	\$ 47.02	\$ 48.48	\$ 49.93	\$ 51.43	\$ 52.97
SAN BERM	NARDINO 🛞 COMMUNITY COLLEGE DISTRICT		ential Sal d Approve								7/1/2019 2020.p.2 2]
RANGE	POSITION					ST	ΈP				
		Α	В	С	D	E	F	G	н	1	J
21	Senior Executive Administrative Assistant to the Executive Vice Chancellor     Human Resources Analyst	\$ 41.39	\$ 42.67	\$ 43.99	\$ 45.35	\$ 46.75	\$ 48.20	\$ 49.69	\$ 51.18	\$ 52.71	\$ 54.30
	<ul> <li>Executive Administrative Assistant to the Chief</li> </ul>										

	Human Resource Officer •Executive Administrative Assistant, President's Office • Executive Administrative Assistant, Office of the Chancellor										
22		\$ 42.42	\$ 43.74	\$ 45.09	\$ 46.48	\$ 47.92	\$ 49.40	\$ 50.93	\$ 52.46	\$ 54.03	\$ 55.65
23	<ul> <li>Administrative Officer to the Chancellor</li> </ul>	\$ 43.48	\$ 44.83	\$ 46.22	\$ 47.65	\$49.12	\$ 50.64	\$ 52.20	\$ 53.77	\$ 55.38	\$ 57.04
24		\$ 44.57	\$ 45.95	\$ 47.37	\$ 48.84	\$ 50.35	\$ 51.90	\$ 53.51	\$ 55.11	\$ 56.77	\$ 58.47
25		\$ 45.69	\$ 47.10	\$ 48.56	\$ 50.06	\$ 51.61	\$ 53.20	\$ 54.85	\$ 56.49	\$ 58.19	\$ 59.93
26		\$ 46.83	\$ 48.28	\$ 49.77	\$ 51.31	\$ 52.90	\$ 54.53	\$ 56.22	\$ 57.90	\$ 59.64	\$61.43
27		\$ 48.00	\$ 49.48	\$ 51.01	\$ 52.59	\$ 54.22	\$ 55.89	\$ 57.62	\$ 59.35	\$61.13	\$ 62.97
28		\$ 49.20	\$ 50.72	\$ 52.29	\$ 53.91	\$ 55.57	\$ 57.29	\$ 59.06	\$ 60.84	\$ 62.66	\$ 64.54
29		\$ 50.43	\$ 51.99	\$ 53.60	\$ 55.25	\$ 56.96	\$ 58.72	\$ 60.54	\$ 62.36	\$64.23	\$ 66.15

## APPENDIX B

## CONFIDENTIAL SELF-EVALUATION (CURRENTLY BEING DEVELOPED BY HR)

- B. Professional Development
- C. Other
- 1. Unanticipated Responsibilities
- 2. Special Projects

Date

Confidential Employee

#### APPENDIX C

#### CONFIDENTIAL EMPLOYEE EVALUATION

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CONFIDENTIAL EMPLOYEE EVALUATION

Employee Name:			Position Title:	
Department:			Supervisor:	
Evaluation Period:	From	Month/Year	To:	Month/Year
Probationary Evalu First	ation: Second	Bi-Annual Evalua Due by Apr		Additional Evaluation

This is designed to provide employees with information concerning job performance and personal development, and supply supervisors with a tool to assist in the objective appraisal of performance and characteristics and to identify and address developmental needs.

#### PERFORMANCE RATING INSTRUCTIONS

5 - Exceptional performance with little or no room for improvement

4 - Exceeds competent performance

3 - Competent performance

2 - Less than competent performance, room for improvement clearly exists

1 - Significantly less than competent performance, major improvement required

N/A – No opportunity to observe and/or not pertinent to current duties and responsibilities. Enter for each category below; the number which best describes the employee's performance.

\*If a 2 or 1 rating is given, specific recommendations for improvement must be provided by the evaluator.

#### MEASURES OF PERFORMANCE

MEASURE	RATING	COMMENTS
Knowledge of Work: Understanding of duties and procedures – job knowledge		
Work Quantity: Amount of work performed		
Work Quality: Accuracy, neatness, thoroughness		

Continued

MEASURE	RATING	COMMENTS
Work Planning: Ability to layout or plan work, carry through and complete		
Attendance: Punctual, observe work hours and rest periods		
Cooperation: Willing and able to work effectively with others		
Dependability: Can be relied upon consistently		

#### OTHER:

Describe

#### OTHER:

Describe

#### OTHER:

Describe

#### SUMMARY (Short Summary Statement Required):

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement. Continued

#### EMPLOYEE DEVELOPMENT: CURRENT POSITION

DEVELOPMENT AREA	DEVELOPMENT ACTIVITY	SCHEDULED DATE
Indicate the result or characteristic area (s) needing improvement for current job responsibilities.	Indicate training, special assignments, project, job rotation, etc.	
The spectrum of the second s		

#### EMPLOYEE DEVELOPMENT: CAREER ADVANCEMENT

DEVELOPMENT AREA	DEVELOPMENT ACTIVITY	
Indicate the result or characteristic area (s) needing	Indicate training, special assignments, project, job	
improvement for enhancing opportunities for career	rotation, etc.	
development.		

#### COMMENTS BY EMPLOYEE (if desired):

My signature verifies that I have seen and discussed this report of performance with my supervisor, but it does not necessarily mean that I agree with the rating. I understand that I have the right to file a written response to this evaluation to be included in my personnel file within thirty (30) working days of the date of this report.

EMPLOYEE'S SIGNATURE	D	ATE	
MANAGER'S SIGNATURE	D	ATE	
OFFICE OF HUMAN RESOURCES	D	ATE	