

HARTNELL COMMUNITY COLLEGE DISTRICT
CONFIDENTIAL EMPLOYEES
TERMS AND CONDITIONS OF EMPLOYMENT
effective 7/1/07

I. SALARY/HEALTH AND WELFARE BENEFITS INFORMATION

A. Anniversary Dates and Annual Increments

1. The anniversary date for confidential employees shall be as follows:
 - a. If hired or promoted between the first and fifteenth of the month, inclusively, the anniversary date shall be the first of such month.
 - b. If hired or promoted between the sixteenth and thirty-first of the month, inclusively, the anniversary date shall be the first of the following month.
2. For employees working fewer than twelve months, the increment date shall be delayed annually by the number of months of unpaid annual leave.
3. Advancement to the next annual increment shall be dependent upon satisfactory work performance as determined by the employee's evaluation.

B. Overtime

1. All overtime for full-time confidential employees authorized or knowingly permitted by the immediate supervisor shall be compensated at the rate of one and one-half multiplied by the regular rate of pay.
2. Overtime includes:
 - a. For full-time employees
 - (1) Work on a holiday, whether as part of the employee's normal workweek or as required and authorized by their supervisor.
 - (2) Work in excess of eight hours in any one day, except as provided in paragraph 4 below.
 - (3) Work in excess of forty hours during any workweek.
3. The established workweek for employees shall be from 12:01 a.m. on Sunday to 12:00 midnight the following Saturday. For the purpose of computing the hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the employee.

HARTNELL COMMUNITY COLLEGE DISTRICT
CONFIDENTIAL TERMS AND CONDITIONS OF EMPLOYMENT

4. When an employee has a regularly scheduled workweek consisting of some days in excess of eight hours, but totaling forty hours per week or less, overtime shall be paid only for those hours worked in excess of ten hours in any one day, or forty hours in any one week.
5. Compensatory Time Off
 - a. Confidential employees may be granted, by their supervisor, compensatory time off for overtime work at the same prorated ratio as overtime cash payment. Compensatory time shall be taken at a time mutually acceptable to both employee and the supervisor within three months of the date earned. Such request for compensatory time off (rather than overtime pay) shall be submitted in writing to the immediate supervisor utilizing the Classified Overtime Record form. If compensatory time is not taken within the approved time, the employee shall be paid as “other pay” with the next supplemental pay period the amount of overtime earned, at the overtime rate in effect on the date the overtime was worked. Extension may be granted by the Superintendent-President or designee.
 - b. Compensatory time may be paid as “other pay” at the overtime rate in effect on the date the overtime was earned. Overtime payment may be authorized by the employee’s supervisor on the Classified Overtime Record form. Upon separation from District employment, compensatory time accrued but unused shall be paid at the overtime rate in effect on the date the overtime was earned.

C. Placement of New Confidential Employees

The Superintendent-President or his designee may recommend that new confidential personnel be appropriately placed on the salary schedule, based on previous experience.

D. Public Employees Retirement System (PERS) Employer “Pick-Up” Program

The District participates in the PERS Employer “Pick-Up” Program for confidential employees. The employee’s PERS contribution is deducted from taxable salary for income tax purposes.

E. Health and Welfare Benefits

Confidential personnel shall receive District-assisted health and welfare benefits as follows: medical, dental and vision coverage for employee and dependents; life, accidental death and dismemberment (AD&D) and long-term disability (LTD) insurance for the employee only. Insurance coverage is effective the first day of the month following employment. AD&D and LTD insurance for the

employee is fully paid by the District, with optional coverage increases available in life and AD&D insurance at employee cost.

The District provides a maximum dollar amount (cap) per month, to assist in payment of medical, dental, and vision coverage for employee and dependents plus life insurance for employee only. The District cap for confidential employees will equal the highest established cap for any employee group. The rates for coverage will be calculated on a composite basis by pooling management, supervisory and confidential employees. Coverage costs above the monthly dollar cap are payable by the employee, unless the pool created for composite rate calculation is sufficient to cover all individual "above cap" costs.

In addition, the District has a Travel Accident Insurance Policy covering all District employees while on District business.

F. Retiree Benefits

The confidential employee who is eligible for retirement through PERS or STRS and retires from the District, shall be granted ten (10) years of district paid medical, vision, and dental coverage for the retiree and dependents, equal to the current district paid premium "cap" in place. To be eligible, the confidential employee must have served in the confidential category for a minimum of 5 years. Benefit ends on the confidential employee's 65th birthday.

G. Dependent Coverage Upon Employee Death

Upon the death of a confidential employee, the District shall provide continuation of medical, dental and vision benefits for eligible dependents, for a period of ninety (90) days from the date of death, or to the end of the month in which the 90 day cutoff falls, whenever is later.

H. Longevity

A Longevity Increment of 2.5% of base wage shall be granted after the completion of both 10 and 15 years of service.

II. LEAVES OF ABSENCE

A. Vacation for Confidential Classified Employees

1. Employees are entitled to vacation allowance with pay.
 - a. Employees working from 0-7 years will earn 15 days of vacation leave per year.
 - b. Employees working from 8-9 years will earn 18 days of vacation leave per year.

HARTNELL COMMUNITY COLLEGE DISTRICT
CONFIDENTIAL TERMS AND CONDITIONS OF EMPLOYMENT

- c. Employees working from 10-11 years will earn 20 days of vacation leave per year.
 - d. Employees working 12 or more years will earn 21 days of vacation per year.
2. Employees must begin work on or before the fifteenth day of the month in order to earn vacation allowance for that month. To count the last month of service for vacation allowance, the employee must have worked beyond the fifteenth day of the month.
3. Vacation allowance will accrue but can not be taken until an employee has completed six consecutive months of employment.
4. All vacation leave shall be scheduled in writing as determined by the immediate supervisor, so as to interrupt District needs as little as possible. The District reserves the right to require an employee to take vacation leave and to schedule such leave as it deems in the best interest of the District.
5. Upon separation from District employment, vacation allowance accrued but unused shall be paid at the regular salary rate existing on the separation date, provided the employee has completed six consecutive months of employment.

If an employee is re-employed after termination, he/she shall accrue vacation under Section 1 as if he/she were a first time employee unless violative of the Education Code.
6. Vacations must be taken by August 31 - fourteen months following the end of the fiscal year in which it was earned. If earned vacation is not permitted to be taken, due to District needs, the District shall allow accrual or shall pay off the vacation. In no case, however, may an employee accrue more than thirty days vacation leave, unless specifically approved by the Superintendent-President or designee.
7. Employees with sixty months or more of service with the District may, with permission of the Superintendent-President or designee, interrupt or terminate their vacation for the purpose of commencing sick leave or injury leave.
8. Vacation leave in excess of twenty consecutive working days requires advance approval of the Superintendent-President or designee.
9. Mandated vacation will not be deducted from pay if the employee does not have enough accrued vacation, unless the person's employment is terminated and he/she has not earned the vacation that has been used.

Mandated vacation used but unearned will be deducted from vacation days that will be earned in the future.

B. Sick Leave

1. Employees employed forty hours/week shall be entitled to eight hours of sick leave per month of service during the fiscal year. Employees employed less than forty hours/week shall be entitled to sick leave in proportion as the number of hours per week worked is to 40. No overtime worked shall apply towards earning or accruing sick leave.
2. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees of the District shall not be eligible to take more than six days or the proportionate amount to which they may be entitled under this policy, until the first day of the calendar month after completion of six complete months of active service with the District.
3. A new employee must start work on or before the fifteenth of the leave month in order for that month to be counted in computing sick leave.
4. Sick leave may be accumulated indefinitely and without limitation. At termination of employment, unused sick leave shall not be reimbursed. However, nothing herein shall preclude the use of unused sick leave as credit toward retirement, pursuant to PERS rules and regulations.
5. Sick leave may be used for visits to medical doctors, dentists, podiatrists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, hypnotists, psychologists, acupuncturists, physical therapists, Christian Science practitioners, and pastors. Such leave shall be reasonably scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.
6. Disabilities caused or contributed to by pregnancy, a miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
7. Employees must be in active employment or on paid leave days when the employee is required to report for duty but cannot do so because of illness or injury. Sick leave may be applied only on those days when the employee is required to report for duty but cannot do so because of illness or injury.

HARTNELL COMMUNITY COLLEGE DISTRICT
CONFIDENTIAL TERMS AND CONDITIONS OF EMPLOYMENT

8. When an employee terminates employment with the District, days or hours of sick leave used in excess of those to which he/she is entitled shall be deducted from final salary payment.
9. Employees must notify their immediate supervisor in advance of any scheduled absence due to medical or dental appointments provided in subsection 5.
10. Accumulated sick leave may not be taken as vacation.
11. Each employee shall once a year be credited with a total of 100 non-accumulative work days of paid sick leave, to be used for a serious non-work related illness or injury which necessitates the employee's absence from work on a continual basis, for an extended period of time. The 100 day benefit commences running on the 13th day of absence and runs concurrently with the use of other full-time pay leave. Each day of the sick leave, provided herein, shall be compensated at the rate of fifty percent (50%) of the employee's regular salary.
12. Verification Related to Use of Sick Leave--In order to protect against wrongful use of sick leave or to determine whether an employee is capable of performing his/her duties without risking his/her health, whenever the Superintendent-President or his/her designee reasonably suspects wrongful use of sick leave or inability of an employee to perform his/her duties without risking the employee's health, the Superintendent-President or his/her designee may require an employee to provide verification on the need for and/or use of sick leave, including a certification from the employee's physician that the employee was examined on or before the day of absence and found to be ill or injured to such a degree that the employee should not work on the day of absence. The District may also require an employee to be examined by a licensed health care professional retained by the District in order to verify the need for and/or use of sick leave or the employee's fitness to return to duty.
13. A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory time off, overtime, and all other available paid leave and is absent because of a non-industrial injury or illness may request to be placed on extended sick leave with or without pay for a period not to exceed one year. Authority to grant or deny this leave rests with the District in accordance with Education Code Sec. 88195. During the extended sick leave without pay, the employee shall be eligible to receive all health and insurance benefits provided the employee pays to the District the full premium. The employee on extended sick leave without pay shall not accrue vacation or sick leave benefits.

C. Bereavement Leave

1. An employee may be granted, without loss of salary or other benefits, leave of absence not to exceed three working days, or five working days if travel in excess of 300 miles is required per occurrence, on account of death of any member of the employee's immediate family.
2. "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-father, step-mother, step-brother, step-sister, step-children, or any immediate relative living in the immediate household of the employee.
3. Additional leave may be requested under personal necessity leave.

D. Personal Necessity Leave

1. An employee may be granted a maximum seven working days leave of absence in any academic year without loss of pay, in cases of personal necessity, except as hereinafter stated. Such leaves shall be deducted from the employee's accumulated sick leave.
2. Personal necessities include: A. death or illness of a member of the employee's immediate family; B. an accident involving the employee's person or property or the person or property of a member of the employee's immediate family; C. appearance in court as a litigant or a witness under official order.

E. Well Days

1. Confidential employees earn well time as follows:
 - a. An employee who uses less than two days of his/her sick leave earned January 1 and June 30, shall earn one day to be credited to the employee on July 1.
 - b. An employee who uses less than two days of his/her sick leave earned July 1 and December 31, shall earn one day to be credited to the employee on January 1.

F. Other Leave

Confidential employees will have two additional days of leave above the other leaves mentioned herein, that may be used at any time within the working year with the supervisor's approval.

III. PROFESSIONAL GROWTH

- A. The policy of the District shall be to encourage continued and active participation on the part of confidential employees in a program of professional growth activities designed to improve service to students, the District, and the personal development of the employee. Professional growth is designed as a continuous, purposeful program of study/training to retain and extend the high standards of the confidential employees. The purpose of this program shall be:
1. To improve the standard of service of the confidential staff;
 2. To extend and constantly improve the standards of on-the-job performance;
 3. To provide opportunities for personal growth and advancement and thereby exert a concerted effort to retain qualified confidential personnel.
- B. The policy shall be interpreted and implemented as follows:
1. Professional growth credit shall be given for relevant college level unit course work. Credit may be obtained for non-collegiate course work, but in order to obtain such credit, the employee must obtain prior approval of the work and a prior assignment of credit to such work (assuming successful completion) from the immediate supervisor and the Director of Human Resources and Equal Employment Opportunity.
 2. Professional growth credit will be provided for coursework completed on the employee's own time. Released time for on-the-job training to participate in study/course work, etc., shall not result in professional growth credit.
 3. Professional growth credit shall be given only for that course work begun and completed subsequent to the effective date of the Agreement into which this proposal is incorporated.
 4. All course work for professional growth shall be job-related or related to advancement to another job and subject to prior approval of the employee's immediate supervisor and the Director of Human Resources and Equal Employment Opportunity. The burden of proof of job-relatedness falls on the employee making the request for professional growth credit.
 5. A professional growth request form must be completed and submitted to the Director of Human Resources and Equal Employment Opportunity through the employee's supervisor.
 6. Upon promotion of the employee to a new classification, the units completed for professional growth credit shall be reviewed by the new supervisor and the Director of Human Resources and Equal Employment Opportunity.

- a. If units were gained completing courses which provided employee with prerequisite skills for the new position, the professional growth credit will not be carried over.
 - b. If the credit is not job-related to the new position, the credit will not be carried over.
7. The District shall have the right to recommend appropriate course work as part of any professional growth program for an employee.
 8. An employee shall have three years in which to complete any cycle of professional growth. Units will not be carried over if the cycle is not completed within the three years.
 9. Upon completion of nine units (within the three-year timeline), the employee shall be eligible for the first step of the professional growth increment.
 10. Upon completion of an additional nine units (within the three-year timeline), the employee shall be eligible for a second step of the professional growth increment. There is a maximum of two (2) steps of professional growth increments available to each confidential employee.
 11. Professional growth increment shall be a flat rate of \$50.00 per month per step. Any person receiving a professional growth increment at the rate of \$25 as of July 1, 1990, shall continue to be paid \$25, and shall not receive \$50 for a professional growth increment unless and until an additional increment is earned after July 1, 1990.

IV. PAID HOLIDAYS

- A. The following will be paid holidays for confidential employees:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Admission Day (in lieu)
December 25
Holiday**
New Years Day
Holiday**
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

**The scheduling of the dates of these floating holidays will be announced on a year-by-year basis.

V. MILEAGE ALLOWANCE

Confidential employees who use privately owned vehicles for official business, with prior approval of their supervisor, shall be reimbursed for mileage at the current IRS rate per mile. Reimbursement shall be made pursuant to standard college mileage claim forms.

VI. FITNESS PROGRAMS

Confidential employees who wish to attend fitness programs by enrolling in scheduled Hartnell College physical education classes may seek flexibility in work scheduling from the immediate supervisor. The confidential employee's supervisor may grant this flexibility only if he or she feels that it will not interfere with the District's business.

VII. PERIODIC/ANNUAL REVIEW

All health, welfare and fringe benefits of employment will be at a level no less than the level of benefits enjoyed by other employee groups on campus.

VIII. TUITION WAIVER

Confidential employees shall be eligible for tuition waiver to the same level as afforded to CSEA employees.