

HANDBOOK FOR CONFIDENTIAL EMPLOYEES

as per AP 7240, Confidential Employees

Reference: *Government Code Section 3540.1(c)*

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

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

Confidential employees, as part of the District’s management group (DDAS), are subject to all provisions of the district’s policies and procedures regarding nepotism. Please refer to BP 7310 and AP 7310, Nepotism.

Probationary Period

The probationary period for confidential employees is nine (9) months for new hires.

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

Performance Appraisals

The supervisor will evaluate the performance of the confidential employee at least once per year on or about April 1st to June 30th of each year. Probationary employees shall be evaluated at least twice during their probationary period, at four and eight months. Employees may be evaluated more frequently when there is reasonable cause for such evaluation.

Working Out of Class

Confidential employees may be required to perform additional duties. If the duties require additional workload within the same or another (higher or lower) classification for more than fifteen (15) calendar days, the employee’s salary will increase no less than 5%, or the lowest step for that classification’s range, whichever is greater.

Transfer/Reassignment

When a vacancy occurs in the confidential employees “group” the District will send notices to all employees within the confidential employees “group” and allow five working days for those employees to request a transfer. Consideration shall be given to such factors as the comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee

performance. It is at the discretion of the President or designee to determine that the transfer serves the best interest of the District.

Transfer is a change from one classification to another classification, having either the same salary range (lateral) or having a higher salary range (promotion). In the case of transfer to a lower classification, the confidential employee's salary will be "Y-rated".

Should the transfer not be granted and the vacancy be opened to standard District recruitment procedures, applicants for transfer shall be considered along with other candidates. The District reserves the right to reassign a confidential employee to another position within the confidential employees "group" to meet District needs.

SALARY AND COMPENSATION

Compensation

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

Overtime

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

Salary Placement

Initial placement of confidential employees on the Management Salary Schedule will be consistent with the recommendation of the President/Superintendent and the approval of the Board of Trustees.

If the confidential employee is moving from a lower classification to a higher classification on the salary schedule, placement will be at a step which ensures no less than a 5% increase.

When a position is reclassified to a lower range on the salary schedule and the confidential employee's current salary exceeds the top step of the new range, the employee is "Y-rated", meaning the employee's pay will not be decreased.

If the reclassification to a lower range is effective simultaneously with the confidential employee's anniversary step or a salary schedule increase, he/she will receive this increase based on the previous range and then the salary will be "frozen" until there is a schedule increase which exceeds the Y-rated salary.

Longevity pay rewards the individual confidential employee for the number of years of service in the District, not within one classification range, but for one or more classifications. Y-rating, therefore, does not apply to longevity pay. Longevity pay will be a percentage of the Y-rated salary (added to that salary).

Reassignment

When a confidential employee is reassigned to a position included in a bargaining unit, he/she shall be granted year-for-year credit on the salary schedule for each year of employment in paid status with the District. The employee's anniversary date and seniority will not change.

Position Classification

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

Longevity

A maximum of four (4) longevity steps may be accumulated for confidential employees: one at the tenth (10th) year, one at the fifteenth (15th) year, one at the twentieth (20th) year, and one at the twenty-fifth (25th) year. Compensation for longevity will be as follows:

- Upon completion of the ninth (9th), fourteenth (14th), nineteenth (19th) and twenty-fourth (24th) years of service with the District, 5% will be added to the employee's existing salary.

Shared Governance Participation

Confidential employees should be included for consideration when management appointments are made to shared governance committees: College Council, Budget Committee, Technology Committee, Facilities Committee, Professional Development Committee, Safety Committee, Retirement Board of Authority (RBOA), and any newly created shared governance committees.

Process for Conflict Resolution

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

BENEFITS

Fringe Benefits

Confidential employees shall be entitled to the same fringe benefits opportunities the Board of Trustees provides its other unrepresented employees. Such fringe benefits are subject to change at the discretion of the Board.

For confidential employees who retire after age 55 and have served the District full time for ten (10) consecutive years prior to retirement, the District will contribute, as provided to other unrepresented employees, the cost of District-sponsored health insurance until age 65 subject to the fringe benefit allowance limit in effect at the time of retirement.

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

Medical & Ancillary Benefits

Confidential employees pay for medical benefits only from their base salary. Effective July 1, 2013, the district pays for coverage of employees and their dependents for dental, and vision; and the employee only for life insurance and long-term disability premiums. Effective January 1, 2014 the district provides an additional \$300 benefit to be used towards medical premiums only; and effective July 1, 2014 the district provides an additional benefit of \$350 (for a total of \$650) to be used towards medical premiums only.

Eligibility Based on FTE

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

PERS RETIREMENT INFORMATION

The District participates in the PERS retirement system. The District pays the employer contribution and the confidential employee pays the employee portion.

After satisfying the CalPERS vesting requirement, confidential employees are eligible for retirement at the age of fifty-five (55) years old. If an employee has served the District for more than ten years, the District will pay for medical (employee only) until he/she is at age 65. Any additional benefits provided to the employee will be stated in a contract signed by the employee and the Human Resources Department.

The confidential employee shall communicate his/her decision to retire with the Human Resources Department. The Human Resources Department in collaboration with CalPERS will provide guidance for the retirement process.

At least three months before a confidential employee retires, he/she shall complete and submit the Service Retirement Election Application and provide required documents to CalPERS. The District, specifically the payroll department, shall complete the employer certification portion of an employee's retirement application.

DISABILITY RETIREMENT

Disability retirement through CalPERS is available for confidential employees who have become disabled and can no longer perform the duties of his/her job. Disability retirement has no minimum age requirement and his/her disability does not have to be job related. The employee must have a minimum of five years of CalPERS service credit.

Confidential employees must complete a Disability Retirement Election Application and submit it to CalPERS. Once CalPERS receives a complete application package from the employee, CalPERS will

review the employee's file to see if the information is current and complete. After verification for completeness, CalPERS can normally make a determination within three months.

VACATION AND HOLIDAYS

Vacation Procedure

The confidential employee shall serve as a full-time employee with a twelve-month work year, and shall earn and accumulate vacation time in accordance with the following schedule, exclusive of holidays:

- 1-4 years of service: 12 days annually
- 5-9 years of service: 17 days annually
- 10+ years of service: 22 days annually

Requests to use vacation shall be submitted in writing and approved in advance by a confidential employee's supervisor. Vacation days not used will be carried over to the succeeding fiscal year. Once an employee has accrued a maximum of 352 hours of vacation leave, no additional vacation will accrue until the employee uses his or her accrued vacation and reduces the balance to less than 352 hours of vacation leave. Thereafter, vacation benefits will continue to accrue on a prospective basis only until the employee reaches the maximum.

Cash Payout of Accrued Vacation

Upon termination of employment, the confidential employee shall be compensated for accrued vacation days, at the employee's current rate of pay.

Holidays

The confidential employee shall receive the paid holidays defined in Education Code §79020 as well as those days on which the District is closed pursuant to the District's approved work year calendar. In addition the employee will receive three District-paid floating personal days in fiscal year 2011-12 and 2012-13. Beginning in fiscal year 2013-14, the employee will receive two District-paid floating personal days. One day will be used during the winter holiday break, to cover the one work day not already provided for by District paid holidays. These floating holidays are not cumulative and must be taken in the fiscal year they are accrued. Approval must be secured from the employee's appropriate supervisor.

LEAVES

General Leave

In addition to, and separate and apart from other leave provisions of this Agreement, the District may grant a leave of absence for paid or unpaid leave at any time, for any term, upon application of the confidential employee, and at the sole discretion of the District. Unpaid leave will affect seniority and may affect benefits.

Upon return from a leave without pay, the confidential employee shall be required to complete an Absence Report Supplemental Form and to submit verification as may be required.

Personal Necessity Leave

A maximum of seven (7) days of paid absence in any school year may be granted for cases of personal necessity, provided that such leave will be deducted from accumulated sick leave. Personal necessity leave is limited to serious illness or death of a member of the confidential employee's immediate family; an accident involving the employee's person or property, or the person or property of a member of the employee's immediate family; or appearance in court as a litigant or as a witness under an official order.

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

Personal Business Leave

In addition to other leaves as provided herein, the confidential employee shall be entitled to a maximum of two (2) paid days of personal business leave per year. Personal business leave may be taken from accumulated sick leave with pay in increments of one-half (1/2) hour at the employee's election for such purposes as: medical and dental appointments for the employee or his/her dependents; to conduct legal or business appointments; to effect emergency automobile or home repairs, etc. All such leave shall be requested in writing and approved in advance by the appropriate supervisor.

No more than sixteen (16) hours of personal business leave may be taken in any fiscal year, and such leave shall not accumulate from year to year. Periods of personal business leave in excess of sixteen (16) hours in any fiscal year shall be charged against the confidential employee's vacation days or taken on a non-paid status.

Upon return from a Personal Business Leave, the confidential employee shall be required to complete an Absence Report Supplemental Form and to submit verification as may be required.

Leaves for Illness or Injury (Sick Leave)

The confidential employee earns (1) day of sick leave for illness or injury for each month of paid service. Sick leave can be accumulated year to year without limit. Pay for any day of sick leave shall be the same as the pay which would have been received had the employee served during the day of illness. This leave may be utilized and shall be charged on a per quarter hour (15 minute) basis.

Credit for sick leave need not be accrued prior to taking such leave. A new confidential employee, however, shall not be eligible to take more than six (6) days or the proportionate amount to which entitled until the first day of the calendar month immediately succeeding completion of six (6) months of employment.

After three (3) consecutive days of absence the District may require a statement from the confidential employee's physician or health care practitioner to verify the employee's absence is due to illness or injury. Except that where reasonable cause exists, an employee may be required to submit proof of any cause for absence.

Any confidential employee who has been employed for a period of one (1) calendar year or more whose employment was terminated for reasons other than action initiated by the employer for cause and who subsequently accepts a position in another school district or with a county superintendent of schools within one (1) year of such termination of his/her position shall have transferred with him/her to the second district or county superintendent of schools the total amount of earned sick leave to which he/she is entitled under applicable law. If an employee was terminated as a result of action initiated by the employer for cause, the transfer of earned sick leave to which the employee is entitled under applicable law may be made if agreed to by the new employing district or county superintendent of schools.

Pregnancy Leave

An expectant confidential employee shall file a statement from her physician/practitioner indicating the estimated date of disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District Human Resources Department may require a verification of the extent of the disability through consultation with the employee's physician. Disability leave granted for pregnancy shall be in addition to the Family Medical Leave Act (FMLA).

The confidential employee may request an unpaid non-disability leave up to four (4) months before the expected date of birth of the child, but may continue to work as long as her health will permit and as certified by her physician/practitioner. Any period beyond, or in addition to, a period of physical disability, during which the employee wishes to remain away from the job, shall be treated as an unpaid leave of absence; however, the total period of such unpaid non-disability leave of absence both before and after the birth of the child shall not exceed five (5) months. An additional twelve (12) weeks of unpaid leave may be taken for baby bonding as outlined by the California Family Rights Act (CFRA).

While a confidential employee is rendering service to the District and is not on leave, any period of actual physical disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery, shall be treated as any other physical disability. Physical disability, for the purposes of this Article, shall be defined as a period during which the employee is unable to perform all job-related duties.

Upon completion of the pregnancy, the confidential employee may return to work upon written statement from her physician/practitioner indicating that her health is such that she is able to resume her regularly assigned duties. Upon being declared physically able to resume work by her physician, the employee ceases to be covered under sick leave rights.

Family and Medical Care Leave

The District agrees to comply with applicable Federal and State laws governing family and medical care leaves such as FMLA and CFRA. The leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of the confidential employee's child, for the employee's

own serious health condition, or for a serious health condition of the employee's child, parent, or spouse. Leave granted under any of the reasons provided by state and federal law will be counted as family/medical care leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA leave begins. Successive 12-month periods begin on the date an employee first uses such leave after the prior 12-month period has ended. Unused leave does not carry over from one 12-month period to the next 12-month period.

Industrial Accident and Illness Leave

All confidential employees are covered by Workers' Compensation Insurance. All injuries, no matter how trivial, must be reported as soon as possible after the occurrence to the supervisor. All absence due to injury or illness arising out of, and in the course of, employment shall be provided for in accordance with 87042 of the Education Code.

All confidential employees shall be eligible for industrial accident and illness leave. The number of days of leave allowed for one accident, or the total number of days allowed in one fiscal year for one accident, shall not be for more than sixty (60) working days. A day of leave, for purposes of this section, shall be defined as a day when the employee would otherwise have been required to perform work for the District.

Allowable leave of absence as described in this section shall not accumulate from one year to another, except that when an illness or injury occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the confidential employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

Industrial accident or illness leave shall commence on the first day of absence. Such leave will be reduced one day for each day of absence when a temporary disability is awarded.

During this period of absence, confidential employees shall receive that portion of their salary which, when added to the temporary disability compensation, will not exceed their normal salary. The District shall deduct retirement, income tax and all other authorized deductions from salary payments made under the provisions of this section. Prior to receipt of salary payments made to an employee under the terms of this leave, a copy of the Employer's Report of Industrial Injury must be filed with the Human Resources Department representative.

The industrial accident or illness leave of absence is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. Confidential employees receiving Workers' Compensation awards shall be entitled to use only so much of their accumulated sick leave, compensatory time off, vacation or other available leave which when added to the worker's compensation award, provide for a full day's wage or salary.

During all paid leaves of absences as herein described, the confidential employee shall endorse to the District all temporary disability compensation checks received.

In order to receive benefits under this section, a confidential employee must remain in the State of California unless authorized to travel outside of the State by the District.

Periods of leave of absence, paid or unpaid, taken under the provisions of this section, shall not be considered a break in service of the confidential employee.

Extended Sick Leave for Illness or Injury

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

Extended illness leave for confidential employees shall be credited once a year but shall not be cumulative from year to year. Benefits provided under extended sick leave shall be coordinated with benefits provided under the Salary Continuation Program.

Bereavement Leave

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

Upon return from a Bereavement Leave, a confidential employee shall be required to complete an Absence Report Supplemental Form and to submit verification as may be required.

Jury Duty

Upon notification of jury duty, the confidential employee shall immediately notify his/her supervisor. Employees who are called for jury duty shall be granted leave with pay. Jury service fees, exclusive of parking, mileage, and meal allowances received by the employee, shall be paid over to the District. Employees serving less than four (4) hours of jury duty in any day shall report to work that day as assigned or upon release from jury duty, whichever is applicable. The employee who is absent due to jury duty shall file an absence report with the Human Resources Department for each day or portion of a day's absence, including an attendance report from the court clerk.

PROFESSIONAL GROWTH AND DEVELOPMENT

Confidential employees shall be provided an opportunity to participate in a Professional Growth and Development Program. Procedures for said program shall be incorporated using current forms being used by the District.

Effective July 1, 2012, the confidential employee shall be reimbursed for tuition costs of any Ohlone College approved course, up to a maximum of 4 units of coursework, providing the employee submits proof of course completion and attains a course grade of C or better.

The confidential employee shall be reimbursed for Ohlone College approved course book costs up to a maximum of \$125.00 upon course completion providing the employee submits proof of purchase and attains a course grade of C or better.

A maximum of one hundred (100) hours of release time per year may be utilized by confidential employees for this purpose.

Any and all reimbursements must be requested by the confidential employee from the District within 90 calendar days from issuance of the course grade.

Leave of Absence for Retraining and Study

The Board, at its sole discretion, may grant an unpaid or paid Professional Development Leave. The Board reserves the right to discontinue the paid Professional Development Leave program at any time if the program becomes financially burdensome and/or conflicts with the District's compliance with Education Code 84362 otherwise referred to as the 50 percent law.

The President/Superintendent reserves the right to determine whether the District will accept applications for the Professional Development Leave program in any given year.

The President/Superintendent has the right to deny applications for the paid Professional Development Leave at any time.

The President/Superintendent will consider the needs of the District including but not limited to: sufficient staffing, budget priorities, institutional needs, instructional needs of the students, or Education Code 84362 when granting a Professional Development leave.

To encourage and enable confidential employees to enhance their value to the District through furthering their education, upgrading of their job skills, or retraining to keep up with technological or other changes, a Professional Development Leave of Absence is established.

An eligible confidential employee may apply for a leave to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education.

After seven (7) years of continuous service in the District if the leave is for general study, and three years of continuous service in the District if the leave is for retraining to keep up with technological and other changes, a confidential employee is eligible to apply for such leave for up one year at fifty percent (50%) of full pay.

The compensation shall be paid the confidential employee while on the leave of absence in the same manner as if the employee is in active working status for the District.

Such a leave shall be taken in separate six-month periods, rather than for a continuous one-year period, provided that the separate periods of the leave of absence shall commence and be completed within a three-year period.

Leave shall not be granted for more than one (1) confidential employee to be absent on study or retraining leave at any one time. The needs of the District (not seniority) may dictate preference if more than one (1) confidential employee apply for Professional Development Leave.

No more than one (1) study or retraining leave of absence shall be granted to any confidential employee in each five (5) year period.

Prior to consideration, applications for study or retraining leaves require a written submission by the confidential employee of the total study or retraining plan; the institution which will be used by the employee; proof of acceptance in the program; a detailed description of the program, courses, etc.; a detailed description of the anticipated abilities, skills or knowledge the employee expects to acquire; a statement of how those abilities, skills or knowledge will benefit the District in the confidential employee's future service; and the specific times of leave requested.

Completed applications must be submitted through the immediate supervisor for endorsement and be approved for submission to the Associate Vice President of Human Resources and Training.

Applications are to be submitted no later than March 31st each year for leaves to commence during the following fiscal year.

An agreement that the confidential employee agrees as a condition of the leave to render at least two (2) years of service in the employ of the District after completion of the study or retraining leave shall be attached to each request on the approved District form.

Applications endorsed by the immediate supervisor shall be submitted to the Associate Vice President of Human Resources and Training. Applications that are accepted will be recommended to the Board of Trustees by the President/Superintendent.

If the leave is granted the confidential employee must agree in writing to render a minimum of two (2) years of service to the District upon returning from a leave. Any period of service by the confidential employee intervening between the separate leave periods shall count towards the two (2) years of service required.

Failure to render this service will require the confidential employee to refund salary paid during the leave. The obligation to repay shall be exonerated in the event the failure of the employee to return

and render two years' service is caused by the death or physical or mental disability of the employee. The obligation to repay will be negotiated if the employee is terminated from service involuntarily.

Upon returning from a leave, the confidential employee shall submit a written report of the activities of the leave to the President/Superintendent, emphasizing the value to the District. The confidential employee is expected to provide the District with an update of his/her progress during the Professional Development period every two (2) months.

Confidential employees granted study or retraining leaves, shall perform services to the District during such leaves as the District may require as a condition of the grant.

During the leave the confidential employee will be entitled to all the benefits afforded to confidential employees, except that only fifty (50%) of service time will be credited by the Public Employees' Retirement System. The employee may, however, arrange to make a contribution to the system to insure full service credit for the period of the leave. This contribution will consist of the balance of the contribution of the employee.

Any leave of absence granted under this article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this article.

Confidential employees on study or retraining leave shall not accumulate seniority, or earn or be entitled to use sick leave, vacation, or holidays during the leave.

The Board of Trustees, in its sole discretion, and at its sole option, may terminate a study or retraining leave where the confidential employee is deemed to have failed to comply with any requests of the District or any provisions or conditions under which the leave was granted.

The District reserves the right to hire substitute employees to temporarily replace the absent confidential employee in accordance with Education Code 88003.

Adopted: February 2014