



HARTNELL COLLEGE

## **CONFIDENTIAL EMPLOYEES TERMS AND CONDITIONS OF EMPLOYMENT**

effective 07/01/24

This document is intended to assist employees with understanding the current terms and conditions related to employment in a confidential position. This document does not create an express or implied contract between the employee and the District. The District expressly reserves the right to change any of the provisions summarized in this document, to amend or terminate any policy or procedure, to alter any benefit program and to increase or decrease any employee contribution towards any benefit program. The creation or distribution of this document does not create any vested rights for any employee. While the District reserves the right to make changes to working conditions, the District is committed to providing adequate advanced notice when changes are made.

**I. CONFIDENTIAL EMPLOYEES** - Confidential employees are those employees who are required to develop or present 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, or as designated and approved by the governing board.

- A. Probationary period - New confidential employees shall be in probationary status for a period 6 working months.
- B. Performance Evaluations - Performance evaluations shall be conducted using a District-approved process and form.

Confidential employees will be evaluated at least twice during the probationary period, before the expiration of the third month and the sixth month. The last probationary evaluation will include a recommendation regarding continued employment or dismissal of the employee.

Thereafter, employees will be evaluated every two (2) years on their anniversary date or more frequently, as deemed necessary or advisable by the immediate supervisor.

## **II. PAY AND ALLOWANCES**

### 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 - Confidential employees are non-exempt under the Fair Labor Standards Act.
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. For full-time employees, overtime includes:
    - a. Work on a holiday, whether as part of the employee's normal workweek or as required and authorized by their supervisor.
    - b. Work in excess of eight hours in any one day, except as provided in paragraph 4 below.
    - c. 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.
  4. When an employee has a regularly scheduled work week 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. Working on Paid Holiday - This total compensation shall be equal to two and one-half (2 ½) times the regular rate of pay for time worked.
  6. Call Back Time - employees called to work on a day or at a time outside their regular schedule shall receive pay for a minimum of three (3) hours or the actual number of hours worked, whichever is greater. Employees called back during vacation, shall be paid at the overtime rate for a minimum of three (3) hours or actual time worked, whichever is greater.

C. Compensatory Time Off

Confidential employees may be granted, by their supervisor, compensatory time off for overtime work at the same prorated ratio as overtime cash payment. Such request for compensatory time off (rather than overtime pay) shall be submitted in writing to the immediate supervisor utilizing the appropriate form. Compensatory

time shall be taken at a time mutually acceptable to both employee and the supervisor within twelve (12) months of the date earned. 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. 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.

#### D. Wages

1. All confidential employees shall be classified and designated a range and step on the salary schedule approved by the board of trustees. All confidential employees shall be classified and designated a range and step on the salary schedule. The salary schedule will include five lateral steps with a five (5) percent increase between steps, and two and one-half (2.5%) percent between ranges, effective July 1, 2016.
2. Placement of New Confidential Employees on Salary Schedule: The superintendent/president or his or her designee may recommend that new confidential personnel be appropriately placed on the salary schedule, based on previous experience.
3. Longevity - Effective July 1, 2017, the salary schedule shall contain four longevity steps. After completion of years 10, 15, 20, and 25, employees will receive longevity increments at years 11, 16, 21, and 26 consisting of 2.5% each.
4. If any other employee groups receive an across-the-board percentage increase to their salary schedules, then that same increase will be provided to the confidential employees. This provision excludes increases resulting from compensation studies of a particular group or subgroup of employees, and it excludes increases awarded to the wage schedule of another group for the purpose of complying with a minimum wage law.

#### E. Work Out of Classification

1. Consistent with Education Code section 88010, a confidential employee shall not be required to perform duties that are inconsistent with those of the employee's job description for more than five (5) days within a fifteen (15) calendar day period without appropriate compensation for working out-of classification. “Inconsistent” means duties that are not reasonably related to the employee’s job description. The workload of anyone working out-of-classification shall not be increased, though the particular assigned duties will change.
2. A confidential employee may be assigned by their immediate supervisor to perform inconsistent duties for a period of more than five (5) working days. If the duties are from a higher classification, their salary shall be adjusted upward for the entire period they are assigned to work out-of-classification. A “Notice of Personnel Action” form reflecting the out-of-classification authorization must be completed and signed by both the employee and his or her supervisor and

submitted to the Human Resources Office for the salary to be adjusted.

3. If a confidential employee is assigned as set forth above, he/she shall be compensated at the higher classification rate for all time worked out-of-classification. The term “higher classification rate” means step placement in the higher classification range that would provide at least a 5% hourly increase over the employee’s regular hourly rate.
- F. 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.
- G. 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.
- G Tuition Waiver - Confidential employees shall be eligible for tuition waiver for Hartnell College courses to the same level as afforded to Hartnell employees represented by the CSEA.

Effective Fall 2024, the District will implement a pilot tuition waiver program for eligible dependents, as defined by the IRS, to take classes at Hartnell College. The pilot program will end at the end of the Spring 2027 semester to allow the parties time to assess the impact of the program on the District from a fiscal and program perspective.

For spouses and dependent children, the tuition waiver shall apply only if they are not eligible for other resources (e.g. Salinas Valley Promise).

H. Classification/Compensation Review

The District agrees to review all job descriptions in the confidential unit for accuracy and currency at least once every three years. The first classification review shall begin in 2024-2025 and shall occur at least every three (3) years thereafter. Following each classification review, a salary study of the positions under review will be conducted using nearby colleges that belong to Hartnell’s benchmark group. If a discrepancy of 5% or more is found between the compensation of Hartnell positions compared to the average salary for the comparable positions in the benchmark group, the parties agree to meet and discuss whether or how to make an equitable adjustment in allocations.

The recommendations will be forwarded to the superintendent/president. If the superintendent/president agrees that any of the changes are required, those changes will be brought to the Board of Trustees for ratification at the next available meeting. Any resultant changes in pay range for an employee or class of employees will be effective on July 1 of the year following the determination.

I. Compensation for Proficiency in Designated Languages

1. All employees may apply to take the District's oral proficiency exam in Spanish, using an application form provided by the Office of Human Resources.
2. Employees who complete the exam with a passing score will receive a \$50 bilingual stipend per month, beginning on the first complete month after they pass the exam.
3. Employees who qualify for and subsequently receive the stipend are expected to utilize their language skills during the course of their regular assignment in order to assist Spanish speaking students and members of the public.
4. The oral proficiency exam will be offered at least once each semester, and may also be offered during the summer, if there is demand for it.
5. An employee who takes and fails the exam may retake the exam whenever it is next offered.

III. **HEALTH AND WELFARE BENEFITS**

- A. Confidential employees may participate in the District's health and welfare benefits program to the same extent as other employees.
- B. The District contracts with Municipalities, Colleges, and Schools Insurance Group (MCSIG) Joint Powers Authority for the provision of medical, dental, vision, life insurance, and travel/accident insurance benefits, and offers benefits subject to MCSIG's rules. In the event that MCSIG's rules, products, or services change, Section III may require revision or updating.
- C. The District will pay the premiums for each full-time employee for a MCSIG 80/20 plan, called PPO \$25, which includes Delta Dental medium (with ortho), and Vision Service Plan B. The District also will fully pay the premiums for accidental death and dismemberment insurance, and long-term disability insurance for each employee. This is the District Base Plan. Each employee may also elect to have coverage provided for his or her eligible dependents for medical, dental, and vision. The District will contribute 95% of the premium amount for qualified dependents. The employee shall pay the remaining 5% of the cost of covering his or her dependents, which cost shall be deducted from the employee's paycheck.  
  
The contribution amounts for this coverage will be calculated according to this formula each year, and posted to the District's website.
- D. Employees may choose any medical insurance plan option offered by MCSIG, for which he or she is eligible. If the total premium of the employee's chosen plan exceeds that of the District Base Plan contribution, the excess cost shall be borne by the employee and made through payroll deduction.
- E. If the total premium of the employee's chosen plan is less than that of the District Base Plan contribution, the District shall contribute the difference, not to exceed \$200 per month, to the employee's Health Reimbursement Account (HRA).

- F. Employees who wish to opt out of coverage must follow the provider's strict "Opt Out" procedures. Opting out is subject to the \$200 per month limitation on District contribution to an HRA, described above.
- G. Additionally, employees may choose to contribute to a Section 125 plan maintained by the District. The employee is responsible for setting up his or her own Section 125 Plan during the open enrollment periods.
- H. Retiree Health and Welfare Benefits
1. Confidential employees first employed in or appointed to confidential positions **prior to January 1, 2013**, 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 for active confidential employees, as that cap may change from time to time. To be eligible for this retiree health and welfare benefit, the full-time confidential employee must have served in the confidential category for a minimum of five (5) years, and they must concurrently retire from the district and under CalSTRS or CalPERS. This benefit ends after ten (10) years or upon the confidential employee's 65th birthday, whichever occurs first.
  2. Confidential employees first employed or appointed to a confidential position **on or after January 1, 2013**, shall qualify for health and welfare benefits after they have at least ten (10) years of full-time service with the District and must concurrently retire from the district and from CalPERS or CalSTRS. The retiree shall be eligible to participate in the District health and welfare benefits plan to the same extent that they participated in those plans when they were active employees, according to MCSIG rules and the following Distribution contribution schedule.
  3. Early Retirees: In addition, retirees with a minimum of ten (10) years of continuous full-time service with the District, who have retired from a qualified California state retirement system, and have retired from the District, shall qualify for the following benefit:
    - a. A District contribution to MCSIG coverage equal in amount to that received by active employees as set forth above.
    - b. One (1) year of district contributions for each two (2) full years of continuous full-time District service, not to exceed seven (7) years of benefits.
    - c. The district contribution shall cease after 5, 6, or 7 years, depending on which amount the retiree qualifies for, or at the time the retiree becomes eligible for federal Medicare benefits at age 65, whichever is sooner.
    - d. If the retiree is under the age of fifty-eight (58) and has the required fourteen (14) years of service, (or under the age of 59, with 12 years of service, or under the age of 60, with 10 years of service), the retiree must pay the District and employee premiums from the date of retirement until the age of fifty-eight (58), at which time the District-paid coverage will be provided to age sixty-five (65). If the individual retiree fails to pay for his or her coverage between the date of early retirement and the age of fifty-eight (58), the District will not be obligated to provide coverage at age fifty-eight (58) through the age of sixty-five (65) years.

4. All retirees must advise the District within thirty (30) days of their retirement of their desire to exercise this benefit. Failure to notify and pay premiums monthly in advance to the District will result in a loss of said benefit.
5. Retirees may not receive a District contribution into an HRA if, e.g., he or she chooses a lower cost plan than the District's base plan, and the retiree may not participate in a Hartnell Section 125 plan.
6. Dependents of retirees: Dependents of retirees may continue on the retirees' health insurance plans according to MCSIG and District rules.
  - a. Retirees' dependents who are or become Medicare-eligible must sign up for Medicare according to Medicare's eligibility rules, and may not continue on MCSIG medical insurance. They may continue to be on dental and vision plans, according to MCSIG rules.
  - b. After the death of the early retiree, surviving dependents may continue on MCSIG insurance plans for 90 days, as described in paragraph I, below.
  - c. After the death of a self-pay retiree, surviving dependents who were covered on such plans may continue coverage on a self-pay basis, according to MCSIG rules.
7. All District-paid benefits end on the confidential employee's 65th birthday. Retirees may continue on the District's benefits plan on a self-pay basis, subject to the JPA's rules and limitations regarding continuous coverage.

I. 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.

**IV. VACATION**

- A. Full-time employees (40 hours per week/12 months per year) are entitled to vacation allowance with pay on the following accrual schedule:
  1. Employees working from 0-7 years will earn 15 days of vacation leave per year.
  2. Employees working from 8-9 years will earn 18 days of vacation leave per year.
  3. Employees working from 10-11 years will earn 20 days of vacation leave per year.
  4. Employees working 12 or more years will earn 23 days of vacation per year.
- B. 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.
- C. Vacation allowance cannot be taken until an employee has completed six consecutive months of employment. Vacation leave may not be used before it has been credited.

- D. All vacation leave shall be scheduled in writing with the immediate supervisor, using the District's requests for time off forms. Vacation leave will be scheduled 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.
- E. 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.
- F. Employees are encouraged to take vacation time within the year that it is earned. Vacation leave may accrue up to 240 hours, and may not accrue beyond 240 hours unless an employee's written request for vacation has been denied in writing by the supervisor, prior to the effective date of the requested leave. 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.
- G. 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.
- H. Vacation leave in excess of twenty consecutive working days requires advance approval of the superintendent/president or designee.
- I. 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.

## **V. LEAVES OF ABSENCE**

### **A. 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, chiropractors, 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.
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. Additional Illness Leave --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 their duties without risking their health, whenever the superintendent/president or their designee reasonably suspects wrongful use of sick leave or inability of an employee to perform their duties without risking the employee's health, the superintendent/president or their 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.

B. 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, 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 or registered domestic partner, and the spouse, registered domestic partner, 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.

C. 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.

D. Well Days

Confidential employees are eligible to earn one well day per year as follows: Effective July 1, 2017, an employee who uses less than one-third (1/3) of their sick leave earned between July 1 and June 30, shall earn one day to be credited to the employee on July 1 following that period.

E. Other Leave

Confidential employees will have one additional day of leave above the other leaves

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mentioned herein, that may be used at any time within the working year with the supervisor's approval.

## **VI. PROFESSIONAL GROWTH AND DEVELOPMENT**

- A. The District encourages 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 and professional 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.
  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 course work begun and completed after an application to take the course has been approved by the supervisor and the Human Resources Office.
  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 Chief Human Resources Officer (CHRO). 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 CHRO.
  6. Upon promotion of the employee to a new classification, the units completed for professional growth credit shall be carried over to the new position.
  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 \$75 per month per step. Any person receiving a professional growth increment at the rate of \$25 or \$50 as of July 1, 2017, shall receive a professional growth increment of \$50 per month, and shall not receive \$75 for a professional growth increment unless and until an additional increment is earned after July 1, 2017.

C. 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. HOLIDAYS**

A. The holidays observed shall be as follows for confidential employees:

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving (in lieu of Admissions Day)

Winter Holiday Break, (announced each year, which includes, at a minimum, all days beginning with Christmas Day, December 25, and ending with New Year's Day, January 1)

Martin Luther King Jr. Day

Lincoln's Birthday

Washington's Birthday

Cesar Chavez Day

Memorial Day

Juneteenth

B. When an academic year, measured from July 1 of one year through June 30 of the next year, consists of more than 260 week days, the District will subtract the number of days in excess of 260 from the work year and add that number of days to the beginning of the Winter Holiday as unpaid, non-work days. This provision shall apply only if the District continues to pay employees on a monthly basis, based on their annual salary, rather than based on the actual hours worked.

## **VIII. DISPUTE RESOLUTION AND DUE PROCESS**

It is intended that all disputes arising from employment and/or working conditions be settled at the lowest possible level of supervision and on an informal basis. Failing informal resolution with the direct supervisor, the affected employee may submit in writing an account of the dispute to the next highest level of supervision, and so on. Confidential employees may bring a confidential colleague to any meeting held during the dispute resolution process. The role of this colleague is to advise and, when necessary, to ask for clarification.

Confidential employees shall be afforded due process according to the law.