

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 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. Such request for compensatory time off (rather than overtime pay) shall be submitted in writing to the immediate supervisor utilizing the appropriate form.
 - b. 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.

C. Wages

1. 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.

range that would provide at least a 5% hourly increase over the employee's regular hourly rate.

- E. 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.
- F. 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.
- H. 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 re-take 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

- 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 so 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 on their

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 21 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 will accrue but can not 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.

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- 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 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.

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 his/her 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 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.

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

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.