

**GROSSMONT-CUYAMACA COMMUNITY
COLLEGE DISTRICT**

CONFIDENTIAL STAFF HANDBOOK

Effective January 1, 2019

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EMPLOYEE STATUS

Confidential Staff are the highly qualified and trusted executive support personnel supporting the Chancellor, Vice Chancellors, and Presidents. Confidential Staff shall be covered by the provisions of this handbook and other policies of the Governing Board, as well as Human Resources procedures pertaining to all GCCCD employees.

Employees are designated as “confidential” according to California Education Code Government Code 3540.1 (c) *“Confidential employee” means an employee who is 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.*

All new employees to the District are considered probationary employees until they have satisfactorily completed one calendar year of service, twelve months from the date of initial assignment at which time they become permanent.

Confidential Staff are a recognized meet-and-confer body, formally engaged in GCCCD’s participatory governance structure with representatives on various districtwide councils and committees (see GCCCD’s Governance Structure Handbook).

Title	Grade
EXECUTIVE ASSISTANT IV	CONF-J
HUMAN RESOURCES AND LABOR RELATIONS SPECIALIST, LEAD	CONF-I
HUMAN RESOURCES AND LABOR RELATIONS SPECIALIST	CONF-H
EXECUTIVE ASSISTANT III	CONF-G
EXECUTIVE ASSISTANT II	CONF-F
EXECUTIVE ASSISTANT I	CONF-E

HIRING, CLASSIFICATION AND REASSIGNMENT

Chancellor's Cabinet members, working with GCCCD's Human Resources department, are responsible for recruiting, selecting and recommending for hire and approval by the Governing Board, all Confidential Staff positions.

Consistent with the principles of equal employment opportunity, the District shall seek diverse and highly qualified candidates for Confidential Staff positions. Ongoing professional development opportunities are offered for all new hires and current employees.

Classification/Reclassification

The District may review or change employee classifications for purposes of organizational effectiveness or appropriate employee placement.

When there is reason to believe that the work regularly assigned to a position has evolved to an assignment that may be outside the employee's regular classification because of a gradual accretion of duties, a review shall be conducted by the Vice Chancellor of Human Resources and a unit designated confidential employee representative.

A review may be initiated by the employee, the supervisor, or the Confidential Staff meet and confer group. The individual or body asking for the review will need to provide all documentation for consideration to the Vice Chancellor of Human Resources.

A request for review of a specific position will be accepted no more than once in a thirty-six (36) month period. The classification review and determination will be concluded as timely as possible.

In the event the initiating party is dissatisfied with the determination, he/she may appeal such determination within fifteen (15) calendar days, excluding holidays. The appeal will include a general statement as to why the employee or body is requesting further consideration. The District will either remove the additional duties or will forward the recommendation to the Governing Board for final approval within thirty (30) calendar days. If at the end of the thirty (30) day period no action has been taken, the employee will receive out-of-class pay retroactive to the date of notification of the committee's final determination, until duties affecting classification are removed.

When a position is reclassified, the incumbent will be retained in the position. The incumbent shall be placed on the new range in accordance with the District's promotional salary rule.

Reassignment

The District has "right of assignment" for all employee positions. This means that Confidential Staff may be reassigned to another equal/like position or location, receiving comparable remuneration including fringe benefits, assigned different or additional responsibilities, or otherwise asked to make appropriate work accommodations to meet District goals or for the overall good of the organization. The manager shall give written notice to the individual being reassigned, including the reasons for their reassignment, in accordance with the Education Code and Title V requirements.

Confidential Staff may request reassignments to either lateral or lower classification. These requests

shall be in writing and submitted to the Vice Chancellor of Human Resources. The decision will be made in consultation with the immediate supervisor and appropriate administrator.

Seniority and other rights of employment will be based on the original date of hire, and the seniority within any classification.

WORK SCHEDULE

The workday is typically eight (8) hours within a twenty-four (24) hour period, and the workweek is typically forty (40) hours of work during any five (5) consecutive days. Individual work schedules may vary depending on the needs of the department.

Grossmont-Cuyamaca Community College District (GCCCD) classifies its Confidential Staff as non-exempt employees, meaning that they are eligible to receive pay for overtime hours worked.

Summer Work Schedule: When adopted by the Governing Board, the summer work schedule shall consist of four (4) consecutive days; ten (10) hours per day and forty (40) hours per week.

Overtime

When required due to the needs of the District, you may be asked to work overtime. Overtime is hours worked in excess of the designated workweek. All overtime work must be approved in advance by the employee's supervisor.

Overtime is paid according to the following:

- Overtime pay is calculated at one and one-half times (1½) the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the sixth or seventh consecutive day of work in a workweek; and
- Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a workweek.

Overtime will be either paid or can be taken at a later date as compensatory time with supervisory approval.

Call Back Compensation

In the event that it is necessary for Confidential Staff to return to campus after completion of their normal work schedule, the employee shall be compensated at a minimum of two (2) hours at time and one-half.

SALARY AND ALLOWANCES

Confidential Staff are paid according to the latest salary schedule approved by the Governing Board and can be found District website under Human Resources or directly at [Confidential Staff Salary Schedule](#).

The District reserves the right to increase the salaries of those employees covered by this salary schedule during the current school year or any subsequent school year in which the salary schedule may be in effect. This salary schedule will remain in effect until amended or repealed by the Governing Board.

The District and the Confidential Staff have found that Resource Allocation Formula (RAF) have made progress toward meeting the interests of both parties. If a RAF is agreed upon by both parties, the provision and details of the agreement will be followed.

Longevity Increments:

Beginning the 6th year of service in the District, an employee will receive a longevity increment of \$1,442. Every year thereafter, this longevity increment will be increased by \$323 per year.

Anniversary Date:

July 1 shall be the anniversary date for all employees. Any employee who has spent at least 60% of a year within one step will be eligible for advancement to the next step. Current full-time district employees who have completed a normal work year in a position or combination of positions within the district will receive the scheduled step increase in the position currently held on July 1.

Initial Placement on the Salary Schedule

An employee continuing from the preceding year who is promoted from another district salary schedule to the Confidential Staff Salary Schedule will have salary placement determined on the appropriate salary range of the former salary schedule for the next year in accordance with the existing regulations, and then be allocated to the lowest step within the designated salary range which provides at least a five (5) percent increase.

A new Confidential Staff member to the District will be placed on the appropriate salary step based on the level of experience as recommended by the Chancellor and approved by the Governing Board.

Mobile Communication & Local Mileage Allowance

Confidential Staff shall be paid a monthly allowance of \$200 for mobile communication (i.e. cell phone service, internet service, etc.) and local mileage, for work-related matters.

PROFESSIONAL ENHANCEMENT

Fee for Classes

Confidential Staff will be permitted to take classes at GCCCD with enrollment fees paid by the District. Registration will be based on normal District priorities. The employee is responsible for any other fees and cost.

Professional Enhancement

Confidential Staff members will be given the opportunity to attend at least one conference per year to support their professional growth and continued skills improvement. Funding for attendance will be at the expense of the department and scheduling will be at the agreed upon convenience of the department manager and the confidential staff member.

LEAVES OF ABSENCE

Leaves of absence benefits, shall be available to all Confidential Staff covered by this handbook. All leave requests shall be in writing, and submitted to the immediate supervisor. All requests are subject to review by the Vice Chancellor of Human Resources and the Chancellor.

Sick Leave

Absence from work due to illness, injury or disability of the Confidential Staff member or their immediate family shall constitute proper uses of sick leave. When an illness or injury prevents an employee from reporting to work, they may submit a request for sick leave.

Sick Leave Allowance

Confidential Staff with a full-time assignment shall be eligible for sick leave at the rate of eight hours per month of service, beginning with the first month in which fifteen calendar days were served in the employment of the District. The accrual shall be proportionate to and for assignments less than full time. Unused, full-salary sick leave shall accrue without limitation.

Half-Salary Sick Leave

Full-time Confidential Staff shall have a potential of 100 workdays of sick leave at half-salary. The actual half-salary days awarded each year shall depend upon the number of full-salary sick leave days accrued. Half-salary days shall be awarded if the total of full-salary days does not exceed 100 workdays, plus the current year's entitlement. Confidential Staff may continue on half-salary sick leave from one fiscal year to the next, but shall be eligible for a new entitlement of half-salary sick leave only when medically cleared and returned to the regular duty assignment for a minimum of one day.

Donation of Sick Leave

Requests for donated sick leave may be requested once full-paid sick leave has been exhausted as per District guidelines. The offer to donate shall be made on a signed pledge form which will be prepared by the Human Resources department. Solicitation of donations may be made by the individual requesting donations to the Vice Chancellor of Human Resources. Once the donated sick leave is actually credited, the transfer of leave is irrevocable. No employee may donate less than eight hours or more than forty hours of sick leave per fiscal year. The offer to donate sick leave shall remain valid for one year from the date of signature on the pledge form.

Verification of Illness

Verification of illness may be required by the District either in the form of a licensed physician's written statement or a statement by the employee describing the nature of the illness on a form acceptable to the District. Normally a physician's statement will not be required for a short-term illness of five days or less unless the District has valid grounds for requesting such a statement. A request for verification of illness shall only be issued by the Human Resources department.

Authorized Uses

Absence from duty because of illness, injury, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated sick leave may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

Transfer of Accumulated, Full-Salary Sick Leave

Confidential Staff who have previously worked for another California school district may have their previous sick leave transferred to the Grossmont-Cuyamaca Community College District pursuant to Ed Code Section 88202. Employee must inform district of their balance upon hire.

Personal Necessity Leave

Accumulated sick leave may also be used for purposes of personal necessity leave provided that it does not exceed ten (10) days in any calendar year and is approved in advance, when possible, by the immediate supervisor.

Pregnancy, Child Care Leave, & Parental and Adoption

Confidential Staff members shall be granted ten (10) days of paid Pregnancy leave commencing the day after childbirth for recuperation. A Confidential staff member may use sick leave if she is unable to render service to the District as a result of her pregnancy, as verified by her physician. Pregnancy leave shall be granted by the District in accordance with the provisions of the California Education Code.

A pregnant employee may continue to work as long as her health will permit, as certified by her physician, and so long as she can carry out her duties and responsibilities. The employee must file a statement from her physician no later than the fourth (4th) month of pregnancy indicating the estimated date of delivery; that the employee is in good health and can continue to carry out her assigned duties and responsibilities without danger to herself or her unborn child.

The use of sick leave for pregnancy-related disability shall be treated the same as any other disability for which sick leave is granted. In order to use sick leave for pregnancy disability, the employee must have actually rendered paid service to the District immediately prior to the disability.

A pregnant employee who wishes to take a personal leave without pay to prepare for childbirth may request such leave for a time mutually agreeable to the employee and the District. The District will pay all costs of the health and welfare benefits for the first three (3) months of such leave. At the expiration of the three (3) month period, the employee may arrange with the District to continue health and welfare benefits at their own expense, subject to the insurance carrier's approval.

Child Care Leave after the birth of the child may be granted upon request as an elective leave for a period of up to twelve (12) months. Such leave shall be without compensation or credit toward service and shall not be considered as personal illness. Such leave may also be utilized for adoption. Child Care Leave, when combined with a preparation for childbirth leave, other than for disability, shall not exceed one (1) year.

An employee returning from pregnancy leave shall provide a physician's statement indicating that the employee's health will permit her to discharge the full responsibilities of her position.

Extenuating circumstances will be handled on a one-on-one basis.

Bereavement Leave

Absence without loss of salary for a period not to exceed three (3) days [five (5) days if minimum travel of 400 miles one-way is required] may be granted upon the death of an immediate family member, or close personal relationship.

Military Leave

Military leave shall be granted in accordance with the law.

Judicial Leave

Employee will be provided leave for regularly called jury duty or to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the employee. Upon knowledge of the appearance request, the employee shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave unless the employee receives a notice to appear at a time that is less than ten (10) days away.

If a negotiated holiday, not observed by the courts, occurs while an employee is serving jury duty, the employee shall receive an alternate holiday upon returning to their regular work assignment.

Religious Leave

Unit members may be granted personal leave without pay for the purpose of observing religious holidays if no personal necessity leave is available.

Other Leaves

Long-term leaves of absence may be granted for periods up to a year, and may be extended on a year-to-year basis upon recommendation of the Chancellor and approval of the Governing Board. The total period of leave may not exceed three full years in addition to any remaining portion of the year in which the leave began.

At the expiration of a long-term leave of absence, the Confidential Employee shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill or the employee may request a position in a lower grade. If approved at the lower grade, the corresponding compensation will be at the lower grade.

VACATION

Vacation days shall be granted to all full-time Confidential Staff covered by this handbook as noted below.

Full-time Confidential Staff accrue sixteen (16) hours of vacation per month, beginning with the first month in which the employee has worked fifteen (15) calendar days.

Employees new to the District are credited earned paid vacation days after six (6) months of full-time service.

Up to eighty (80) hours of vacation time may be carried over each calendar year. Any excess vacation over this amount as of December 31 of each year will be paid out in the following January. Exceptions to the vacation carry over formula will be on a case-by-case basis.

All requests for vacation shall be in writing, and submitted to the immediate supervisor in advance for prior approval.

The Chancellor or the Chancellor's designee may approve an employee to use their vacation entitlement in advance of accrual on a case-by-case basis. Should the employee resign, retire, or be reassigned to a position not eligible for vacation prior to accruing vacation already taken, such excess days will be deducted from their final pay warrant in the twelve-month assignment.

In general an employee shall not be permitted to take more than twenty (20) vacation days at a time with the exception of a terminating employee.

In the event that a vacation is interrupted by illness which is covered by the sick leave provisions herein, sick leave may be substituted for vacation days.

HOLIDAYS

Confidential Staff covered by this handbook shall be entitled to all holidays designated by the District:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	February 12 or a day agreed to by District.
Washington's Birthday	Third Monday in February
Spring Vacation Day	Friday of Spring Recess
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	To be observed on a day agreed to by the District and in consultation with the Academic Calendar Committee.
Veteran's Day	November 11, or a Friday or Monday agreed to by the District and consultation with the Academic Calendar Committee.
Thanksgiving Break	Thursday usually during the 4 th week in November and the Friday following the Thanksgiving holiday
Winter Break	Two days to be scheduled during winter break as agreed by the District and consultation with the Academic Calendar Committee.
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Professional Development Day	One (1) day per year that must be used prior to the end of the Fiscal year
Confidential Staff Recognition Day	One (1) day per year that must be used prior to the end of the Fiscal year

BENEFITS

Grossmont-Cuyamaca Community College District provides an insurance benefit program for all confidential staff and their eligible dependents that include medical, dental and related benefits. A confidential staff member must have a 50% or more regular employment contract to be eligible for these benefits.

District insurance carriers may change from time to time, and employee benefits are reviewed and modified on a regular basis, details of the benefit plans are not included in this handbook, but details are periodically distributed to all staff members from the Human Resources department.

The District will pay the medical, dental and vision premiums currently in effect for eligible retired confidential staff who have completed ten (10) or more years of contract service in the Grossmont-Cuyamaca Community College District from the age of retirement until eligible for Medicare.

Opting Out: No active confidential employee will be permitted to opt-out of District coverage.

Retirees Opting Out: Retirees under the age of 65 and who meet one of the requirements below:

- Retirees residing outside of the United States will receive a payment equal to 77% of the monthly premium for the least costly health plan offered to staff for a single party or a payment equal to 77% of the monthly premium for the least costly health plan offered to staff for a retiree and their spouse in lieu of direct coverage.
- Other retirees may opt-out from medical coverage and receive a payment equal to 77% of the monthly premium for the least costly health plan offered to staff for a single party or both the retiree and their spouse may opt-out and receive a payment equal to 77% of the monthly premium for the least costly health plan offered to staff. Retirees who opt-out with alternate insurance will be permitted to return the first of the month following proof of loss of the alternate insurance.
- Based on contractual language with insurance carriers, a retiree or their spouse that choose to opt-out cannot return and be covered in the future even with proof of loss of coverage.
- Payments are made twice a year.

Duplication of Coverage:

- An employee may not be covered in the District benefit plans as an employee or retiree and be covered as an eligible dependent of an employee or retiree.
- When a dependent becomes eligible for benefits as an employee of the District, they can choose to remain as a covered dependent under an eligible active employee (spouse) or opt to have coverage independently.
- Dependent children of employees or retirees may not be covered more than once in any benefit category (e.g. medical, dental, vision).

EXPENSES

It shall be the policy of the Board to provide for the payment of the actual and necessary expenses, including traveling expenses, of employees of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board. All expenses must be approved in advance by the supervisor.

Use of a personal vehicle for non-local approved District purposes shall be reimbursable to the employee at the mileage rate set annually by the State.

Whenever the vehicle of an employee traveling on approved District business is damaged as a result of a collision or accident, the District shall pay the costs of repairing the damage, up to the District maximum. In the event the employee is covered under collision insurance, the District shall pay only those costs not reimbursed by the insurance carrier, not to exceed the District maximum.

EARLY RETIREMENT INCENTIVE PROGRAM

The Governing Board may, from time to time, provide opportunities to eligible CONFIDENTIAL STAFF to participate in a Supplemental Retirement Incentive Program. Information on such programs is available from the Employee and Labor Relations Office.

RETIREMENT STIPEND

Confidential Staff members who have served a minimum of ten consecutive years of contract service with the District, and are eligible to retire with their designated retirement system, shall be eligible for a retirement stipend. Confidential Staff members intending to retire shall give three (3) months advance notice to Human Resources. The stipend, based on years of service to the District, shall be as follows:

<i><u>Years of Service</u></i>	<i><u>GCCCD Stipend Amount</u></i>
<u>10 -15</u>	<u>\$5,000</u>
<u>16 – 20</u>	<u>\$10,000</u>
<u>21 – 25</u>	<u>\$15,000</u>
<u>26 – 30</u>	<u>\$20,000</u>
<u>31+</u>	<u>\$25,000</u>

Accrued Vacation and Retirement Stipend Distribution upon retirement

Under the terms of the IRA, 403 (b) and 457 (b) Plans, and in accordance with applicable laws and regulations, the bargaining unit member will have an opportunity to contribute his/her accrued vacation pay-off and/or retirement stipend, up to the limits of federal and state tax and other applicable law and the requirements of the Fringe Benefits Consortium. Information regarding the various options for applying the funds, including payout and investment, will be provided to the bargaining unit member upon notice of retirement.

EMPLOYEE EVALUATION

Communication between employees and supervisors is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their immediate supervisor or manager if they feel additional ongoing feedback is needed.

Generally, formal evaluation reviews are conducted annually. These reviews include a written evaluation appraisal and discussion between the employee and their immediate supervisor or manager about job performance and expectations.

Evaluation reviews for employees appointed to a new position shall be conducted three times during the first year in the new position given by their immediate supervisor or manager.

New employees are required to serve a twelve (12) month probationary period from the start date of employment. During the probationary period, evaluation reviews will be submitted at the third, sixth and ninth month of service given by their immediate supervisor or manager. Continued employment beyond the twelve (12) month probationary period shall indicate that the employee has achieved permanency in their current position.

The completed evaluation form must be signed and dated by the supervisor and their immediate manager prior to the evaluation review meeting with the employee.

The employee shall sign the evaluation form attesting neither concurrence nor objection to their evaluation review. The employee may request further review of the evaluation or intent to file a written rebuttal. Employee's refusal to sign the completed evaluation review form will be noted and included along with a copy of the evaluation form in employee's personnel file.

Any deficiency reported in the evaluation review shall be accompanied by written documentation showing that the immediate supervisor or manager counseled the employee regarding the deficiency. Documentation shall include the date the counseling took place and any instructions given to the employee regarding methods to be used to achieve improvement.

DISPUTE RESOLUTION PROCEDURES

The District and its Confidential Staff will work together to resolve any and all issues in a professional, confidential and respectful manner to all concerned.

Both agree to follow the established policies and practices of the district regarding resolution of conflict and due process.

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT

I hereby acknowledge receipt of the Grossmont-Cuyamaca Community College District Confidential Staff Handbook. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

This handbook is published by the Human Resources Department for the general guidance of the Confidential Staff in matters related to district personnel practices. For further clarification on the information contained within this handbook please contact Human Resources.

This handbook is not intended to modify or supersede any Governing Board or District policy or procedure or any provision of law.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE