

## AP 7240 Confidential Employees

Reference:

*Government Code Section 3540.1(c)*

Evaluation Procedure:

The purpose of evaluation is to improve job performance. Probationary confidential employees shall receive written evaluations during the third, sixth and twelfth months of probationary service. The written evaluations will be reviewed by the supervisor with the employee. Additional evaluations may occur as often as needed to adequately assess the employee's performance. For both probationary and permanent employees a copy of the evaluation signed by the employee and the supervisor will be kept in the employee's permanent file while another copy will be given to the employee. Permanent employees will be evaluated by the supervisor at least once every year prior to their anniversary date.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT  
COLLEGE OF THE CANYONS

MEMORANDUM OF UNDERSTANDING  
Effective July 1, 2006

The provisions contained herein constitute a Memorandum of Understanding (MOU) by and between the Governing Board of the Santa Clarita Community College District (herein referred to as "District") and the Confidential Classified Employees Group, CCEG, (herein referred to as "Group"). The MOU shall remain in full force and effect from July 1, 2006 to June 30, 2008. Salaries and Health & Welfare Benefits are guaranteed re-openers starting in the 2008-2009 fiscal year. Upon mutual agreement between the District and CCEG, other non-cost items may be reopened.

I. Longevity Bonus

The longevity bonus schedule for the employees in the Group shall be:

- Disbursement on employee's anniversary date.
- Longevity amounts as follows:

8-12 years	\$ 850.00
13-17 years	\$1,300.00
18 + years	\$1,600.00

II. Health and Welfare Benefits

1. The Group shall have representation on the District's Health and Welfare Benefits Committee.
2. The Group agrees to establish a Health and Welfare Benefit Fund to accumulate all unspent employee contributions to be used for future benefit enhancement or rate increases.
3. The Group agrees that, effective with the 2002 - 2003 fiscal year, health and welfare benefits will be negotiated within the context of total compensation.
4. Total compensation shall be defined as including Group employees' salaries (base salary, step and longevity increases), and the District's contribution to Health and Welfare benefits. The definition of total compensation may be expanded by mutual agreement.
5. The Group agrees that the District will provide a contribution per employee in accordance with the Procedure for Reconciliation of Health and Welfare Benefit Fund.
6. The District shall allocate \$9977.00 entitlement per authorized full-time confidential employee. The total of all Group entitlements will constitute the Health & Welfare Benefit Fund.
7. The entitlement per employee shall be used for premiums for Group employees and dependents for:
  - a. Medical Insurance
  - b. Dental Insurance (maximum per patient per year of \$2,000)
  - c. Vision Insurance

d. Group Life Insurance of \$50,000 plus Accidental Death and Dismemberment

8. The District shall pay the premiums for the employees in the Group for Long-Term Disability.
9. The District will pay the premium for an Employee Assistance Program. The program will only be used through employee self-referral.
10. Employees in the Group shall make selections of non-elective coverages, elective coverages, and tax-sheltered annuities on an annual basis. New confidential classified employees shall make their selections at the time they are employed. Group employees may withdraw from any voluntary plans at any time. As per the guidelines of the plan, changes to group coverage may be made during open enrollment. Additions/deletions can be made when there is a qualifying event.
11. Group employees who wish voluntary coverages, the cost of which is in excess of the District contribution, shall authorize payroll deductions to cover all such costs.
12. The District will continue to implement Internal Revenue Code Section 125 Plan (Fringe Benefit Plan) with Kaiser as the base. Employees who have spousal major medical benefits, upon proof, will receive cash amounting to the average of the current Kaiser premium for one-party, two-party and family coverage. Employee contributions to fringe benefit premiums will be by pre-tax dollars. For future group employees hired after July 1, 1996, section 125 will be limited to 75% of the average of the current Kaiser premiums for one-party, two-party and family coverage. Group employees who are enrolled in the cash-in-lieu of medical benefits program as of October 1, 2005, will continue to receive this benefit. Those who receive the cash-in-lieu benefit, who elect to change health and welfare coverage to one of the District medical plans may not return to the cash-in-lieu program at a later date. Group employees who are not enrolled in cash-in-lieu and new members hired after October 1, 2005 will not be eligible to participate in the District's Section 125 plan (cash-in-lieu of medical benefits).
13. All unspent Health and Welfare contributions shall accumulate in the CCEG Health and Welfare Benefit Fund, the surplus of which will be carried forward in the next fiscal year for use by the group. Any deficit occurring at the end of the fiscal year will reduce the Group Health and Welfare Benefit Fund in the following year.
14. Group Employees electing to participate in the PPO-POS (Preferred Provider Organization – Point of Service) option will self-pay the difference between the higher premium of the current HMO and the PPO-POS premium for one-party, two-party, and family options, respectively.
15. Group employees bear the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.
16. Payments of the District contribution for Group employees absent due to illness or injury of the employee shall be made until the expiration of accumulated paid illness leave or until the employment is terminated, whichever occurs first.

17. Group members working part-time at least twenty (20) but less than thirty (30) hours per week shall be eligible for benefits for the employee only. Group members working thirty (30) hours or more per week shall be eligible for benefits for the employee and their eligible dependents. As specified in Education Code Section 88036, a classified employee who works a minimum of 30 minutes per day in excess of his or her part-time assignment for a period of 20 consecutive working days or more shall have his or her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 88035.

III. Flexible Work Schedules

Group employees shall continue to have the flexibility to adjust their work schedules to accommodate specific job responsibilities and the option of working at home. The employee's administrator must approve work schedule changes and requests to work at home in advance.

IV. Parking Fees

A parking fee will not be charged to any Group employee.

V. Educational Stipend

A stipend of \$2,000 shall be available to Group employees upon completion of 15 units (up to a maximum of 60 units) of continuing education, effective July 1, 1993. The courses must be job-related and from an accredited institution. Courses must be pre-approved by the employee's supervisor in order to qualify.

A stipend of \$2,500 shall be available to the Group employees upon completion of a Bachelor or Masters degree from an accredited institution with prior supervisor approval. \$1,500 will be paid retroactively to any member who has earned their degree since 1-1-02, and \$1,500 to Group employees hired in the future who are enrolled in a program at the time of hire.

Current educational stipend forms will be modified to accommodate this.

VI. Discretionary Days

Group employees shall receive two and one-half discretionary days per year, with one additional discretionary day to be utilized during the closure of campus for the winter holiday break.

VII. Vacation Day Accrual Schedule

All Group employees, as defined by the District, shall accrue vacation days at the following rate:

1 - 5 years	15 days per year	10.000 hours per month
6 - 10 years	20 days per year	13.333 hours per month
10 + years	22 days per year	14.667 hours per month

A maximum of fifteen (15) days per year of unused vacation may be exchanged for cash compensation on an annual basis. While comp time will be provided per Board Policy Sections 406.2 and 406.3, it is in the District's interest to keep comp time at a minimum. Therefore, the supervisor must authorize comp time prior to being accrued.

VIII. Salary Schedule

For fiscal year 2006-2007, group employees shall receive salary in accordance with, the attached salary schedule, reflecting a 5.92% increase, effective July 1, 2006.

For fiscal year 2007-2008, a total of State COLA + 1% will be provided through total compensation. No more than the amount of State COLA will be applied to the salary schedule.

IX. Retirement Benefits

Items regarding retirement benefits not stated in this MOU revert to the language in the CSEA contract.

Group employees who retire from service with the District on or after January 1, 1979, may elect to continue their coverage under the District's medical, dental, vision and group life insurance programs, provided that the benefit carrier will provide these benefits.

For eligible retirees, the District will contribute \$2,200.00 for 2006-07 and 2007-2008. For retirees at age 65, the District will reimburse the supplemental plan to Medicare provided that the retiree's total benefit plan contribution from the District shall not be less than \$2,200.00 per year.

The District contribution for these coverages shall not be less than \$2,200.00 annually. The Group retiree shall remit any premiums in excess of this amount in accordance with instructions from the Business Office.

The extension of this coverage is subject to the requirements and conditions of the insurance carriers and the terms of the insurance contract between the carriers and the District.

Group retirees shall enroll in Medicare upon becoming eligible.

Any dividend or refund or reduction in premium related to District-paid coverages shall be credited to the Group Health and Welfare Benefit Fund.

The District shall provide a senior plan (i.e., Health Net's Seniority Plus, Kaiser Senior Advantage) to Group retirees when they reach age 65.

X. Merit

Refer to "Confidential Employees Merit Pay" revised January 2007.

XI. Extended Illness or Injury Leave

Group employees will be placed on Extended Illness or Injury Leave after all Sick Leave is exhausted. Group employees will be required to use all accumulated Sick Leave before being placed on Extended Illness or Injury Leave (100 days). An employee can opt to use comp time and/or vacation time to offset the 50% loss of pay.

## XII. Maternity Leave

Group employees placed on Maternity Leave will be required to exhaust all of their Sick Leave. After exhaustion of Sick Leave, Group employees will be placed on Extended Illness or Injury Leave (100 days). Group employees can opt to use Comp Time and/or Vacation Leave to offset the 50% loss of pay while on Extended Illness or Injury Leave.

Group employees who have exhausted their Sick Leave days while on maternity leave will be given five days of Sick Leave upon their return to work. The District will not require Group employees to exhaust Vacation Leave or Comp Time (only their Sick Leave balance) to obtain the five days. The five days do not carry forward into the next fiscal year.

## CONFIDENTIAL EMPLOYEES MERIT PAY

Effective January 17, 2007

The purpose of providing monetary merit pay for Confidential employees is to reward those personnel who add significant value to the District. There are three types of merit, ongoing and one-time for exceptional service, annual merit for the non-use of sick/personal necessity leave, and the excellence/experience merit for those who have persisted past the seventh pay scale step. The criteria for consideration of merit are as follows.

### 1. EXCEPTIONAL SERVICE:

Criteria for Ongoing Merit:

- Merit indicates the quality of the Confidential employee's performance has been so valuable that recognition beyond that provided by the Evaluation Process is warranted; and/or
- Merit indicates the Confidential employee has developed enhanced capabilities and competencies that add significant value to the services rendered to the District; and/or
- Merit indicates that the employee has demonstrated initiative, which significantly improves the District's functioning; or, which results in significant monetary or efficiency savings, or generates significant unanticipated revenues; or, creates a significant new opportunity for the development of the District; and/or
- Merit indicates that the Confidential employee has enhanced his/her individual administrator's performance; and/or
- Merit indicates community involvement by the Confidential employee, thereby creating a positive image of the District.

NOTE: The employee's administrator/supervisor will provide the justification for the Confidential employee's annual ongoing merit award.

Criteria for One-Time Merit:

- Merit indicates the quality of the Confidential employee's performance has been so valuable that recognition beyond that provided by the Evaluation Process is warranted; and/or
- Merit indicates the Confidential employee has developed enhanced capabilities and competencies that add significant value to the services rendered to the District; and/or
- Merit indicates that the employee has demonstrated initiative, which significantly improves the District's functioning; or, which results in significant monetary or efficiency savings, or generates significant unanticipated revenues; or, creates a significant new opportunity for the development of the District; and/or

- Merit indicates that the Confidential employee has enhanced his/her individual administrator's performance; and/or
- Merit indicates community involvement by the Confidential employee thereby creating a positive image of the District.

NOTE: One-time merit is a separate issue from performance evaluations and ongoing merit. (One-time merit is to be separate from remuneration received through the regular salary schedule, longevity, COLA, anniversary steps, reclassification, and educational incentive.) The process for consideration of a one-time merit award is as follows:

## 2. NON-USE OF SICK/PERSONAL NECESSITY LEAVE

Criteria for Annual Attendance Merit for the Non-Use of Sick/Personal Necessity Leave: The District will provide an automatic attendance merit to any confidential employee who has maintained perfect attendance (defined as not having reduced their illness/personal necessity leave balance) during a fiscal year.

Pay for this merit award is \$200.00 and not subject to the standard merit application process and/or Merit Committee review. The District will conduct an automatic review of the Sick/Personal Necessity Leave balance for confidential employees at the end of each fiscal year for September merit action.

## 3. EXCELLENCE/EXPERIENCE MERIT

The District agrees to provide two on-going performance merits as follows:

- Excellence in Performance Merit Increase  
Any confidential employee who, after having reached step 7 on the Confidential Employees Salary Schedule, receives two consecutive performance evaluations, each with an overall performance rating of "excellent", shall receive an Excellence in Performance Merit Increase.

The amount of this increase shall be no less than 2.5%. This increase shall be separate from any adjustments to the Confidential Employees Salary Schedule. The amount of actual merit awarded shall be recommended by the Confidential Employee's direct supervisor on the performance evaluation form and approved by the Board of Trustees. The effective date of this increase will coincide with the Confidential Employee's anniversary date.

- Performance and Experience Merit Increase  
Any confidential employee who, after having reached step 7 on the Confidential Employees Salary Schedule, receives an additional two (for a total of four) performance evaluations, each with an overall performance rating of "Excellent", shall receive a Performance and Experience Merit Increase.

The performance evaluations do not have to be received consecutively. The amount of this increase shall be no less than 2.5%. This increase shall be separate from any adjustments to the Confidential Employees Salary Schedule. The amount of actual merit awarded shall be recommended by the Confidential Employee's direct supervisor on the performance evaluation form and approved by the Board of

Trustees. The effective date of this increase will coincide with the Confidential Employee's anniversary date.

- Additional Criteria

- ✓ The employee's administrator/supervisor will provide the justification for the Confidential employee's excellence/experience merit award based on the list in the criteria for ongoing merit in Section 1 above.
- ✓ For the purposes of this MERIT program, failure on a supervisor's part to provide the Confidential Employee with a performance evaluation for an evaluation period shall be deemed as an overall "excellent" performance rating.
- ✓ The Superintendent-President shall forward his/her recommendations for excellence/ experience merit to the Board of Trustees by March 1<sup>st</sup> and September 1<sup>st</sup>. The Superintendent-President may choose to meet with the nominated employee's supervisor to discuss the recommendation.
- ✓ The Superintendent-President shall place excellence/experience merit items on the Board of Trustees Agenda for action on the first scheduled meeting for March and September. All pay associated with the approved excellence/experience merit will be retroactive to the effective date as listed above.

#### MERIT REVIEW COMMITTEE:

##### Membership

A Merit Review Committee will administer and recommend merit pay for Confidential employees. The membership of the Committee shall be comprised of five (5) permanent employees:

- ✓ Two will be Confidential employees,
- ✓ One will be an administrator, and
- ✓ Two additional COC employees will be chosen by the Confidential employees to serve on the Committee.

The Confidential employees will rotate the Committee membership so no member serves more than two consecutive years on the Committee.

##### Term

The Confidential employees will request five (5) COC employees to serve as members of the Committee. One of the members, who is not a Confidential employee, shall be selected as the chairperson. It is the chairperson's responsibility to convene the Committee in accordance with the timelines as described under Merit Pay Process.

##### Merit Pay Process

Confidential employees may be nominated for merit pay as follows: by any District employee; by an immediate supervisor; by an external person or organization through a District employee; by self-application; by nomination as a group.

Upon nomination for merit pay, the process shall be as follows:

- Written applications shall be submitted semiannually to the Committee chairperson on or before December 1<sup>st</sup> and June 1<sup>st</sup>. The Committee shall notify the employee's immediate supervisor of all merit nominations. There shall be no limit placed on the number of nominations submitted.
- The Committee shall convene by January 15<sup>th</sup> and July 15<sup>th</sup>, evaluate the nominations against the definitions and monetary standards, and make a determination to approve or deny each merit nomination.
- The Committee shall forward their recommendations to the Superintendent-President by February 1<sup>st</sup> and August 1<sup>st</sup>.
- The Superintendent-President shall forward his/her recommendations for merit pay to the Board of Trustees by March 1<sup>st</sup> and September 1<sup>st</sup>. The Superintendent-President may choose to meet with the nominated employee's supervisor to discuss the recommendation.
- The Superintendent-President shall place the item on the Board of Trustees Agenda for action on the first scheduled meeting for March and September, respectively.
- Merit pay will be processed within thirty (30) days of date the Board of Trustees take action.

NOTE: If the Superintendent-President denies the Committee's recommendation for merit, the Superintendent-President shall notify the Committee of the action within five (5) working days and provide an explanation to the nominee within thirty (30) calendar days.

#### Monetary Award

Amounts for merit pay shall be \$500, \$750, \$1,000, \$1,250 or \$1,500 per employee based on the significance of the performance provided. The District shall budget annually for these monetary awards.

#### MODIFICATIONS:

By mutual written agreement, the Confidential employees and the District reserve the option to modify and adopt additional language and terms governing merit pay.

Created August 1, 2004

Revised April 9, 2003

Revised July 1, 2004

Revised October 12, 2005

Revised January 17, 2007