

**WORKING CONDITIONS
CONFIDENTIAL EMPLOYEES**

1.0 Confidential Personnel:

The following positions are confidential in recognition of additional job requirements and responsibilities in the implementation of the California Bargaining Laws of Public Employees:

Secretary to the Superintendent
Administrative Assistant
Budget Analyst
Executive Division Secretary to: Human Resources; Business/Administrative
Services; Educational Services; and for
Collective Bargaining
Administrative Secretary

2.0 Salary Schedule

The salary for the current year shall be set forth in the attached document entitled "Salary Schedule."

2.1 Salary Range

On January 1, 2011, the following salary ranges shall become effective:

<u>Classification</u>	<u>Range</u>
Secretary to the Superintendent	14
Administrative Assistant	14
Budget Analyst	8
Executive Division Secretary	6
Administrative Secretary	3

2.2 Determination of Salary Compensation

The salary schedule designates compensation on the basis of 12 months, 40 hours per week employment, and is expressed in the terms of dollars per number of working days in a calendar month. Payment for services will be on the last working day of each month. All permanent employees must be paid during the month in which the hours are worked.

2.3 Initial Placement on Salary Schedule:

Effective July 1, 2001, in cases where the confidential employee has had previous experience in the position being applied for, one year of credit will be given for each year of full-time comparable confidential school district experience by placing the experienced employee on Step II through Step VI, and may include longevity

increments at the discretion of Superintendent. For those without school district experience, but with experience in a similar position, credit may be given for the experience by placing the employee on Step II with one through 4 years of experience, and Step III with five or more years of experience.

2.4 Experience Advancement on Salary Schedule

Beginning January 1, 1979, a new confidential employee's anniversary date shall be the employee's date of hire.

All other confidential employees will have a July 1 anniversary date and shall advance on the salary schedule on July 1 of each year.

All confidential employees will annually advance one step on the salary schedule until they reach Step VI of their appropriate salary range. If the confidential employee was hire/promoted on or before the fifteenth day in the month in which the employee's anniversary date falls, the employee's salary shall be increased on the first day of the anniversary month. If the confidential employee was hired/promoted after the fifteenth day in the month in which the employee's anniversary date falls, the employee's salary shall be increased on the first day of the following month.

When a confidential employee is promoted, the employee's anniversary date for salary purposes (excluding professional growth and longevity increments) will be changed to the first work day of the employee's new assignment. The salary of the employee will be determined as follows:

2.4.1 Employees who are promoted shall: (1) have their job experience reviewed as if they were a new employee to determine initial salary placement; (2) if the employee's next salary advancement in their previous classification would have been granted within six months after the promotion date, determine what the employee's salary would be with the step advancement in the former classification.

2.4.1.1 If (1) is higher than (2), the employee will be placed on the appropriate salary step. If this step placement results in a lower salary for the employee, the employee shall be advanced to the next salary step which gives the employee a salary increase.

2.4.1.2 If (2) is higher than (1), the employee's salary step placement in the new classification will be on the first salary step which gives the employee a salary increase.

2.5 Salary Compensation for Part-Time Personnel

If any position is established on any other time basis that forty (40) hours per week, twelve (12) months per year, compensation, **professional growth, health and welfare entitlement, vacation and sick leave** shall be adjusted proportionately.

3.0 Pay and Allowances:

3.1 Working Out of Classification

Any confidential employee directed to work outside of the employee's classification for one (1) or more days within any fifteen (15) calendar day period shall have his/her salary adjusted upward to the range where the employee is temporarily working for the entire period which the employee is required to work outside of the employee's classification.

3.1.1 The adjusted salary shall be the closest step above but to an amount not less than ten (10) percent above the employee's present salary.

3.2 Payroll Errors:

Whenever it is determined that an error has been made in the calculation for reporting in any classified confidential employee's payroll, or in the payment of the employee's salary, the District shall, within five (5) working days following such determination, provide the confidential employee with a statement of any underpayment and a supplemental payment or if the payroll error was an overpayment, the reason, amount and option(s) available to repay the overpayment to the District.

3.3 Mileage and Cell Phone:

Effective June 1, 2013, all confidential personnel will receive a monthly stipend of \$100.00 (\$50.00 for mileage and \$50 for cell phone usage).

3.4 Meals and Lodging:

Any confidential employee who, as a result of a work assignment, must have meals and lodging away for the District, shall be reimbursed for full cost of lodging and up to maximum per diem meal rate and where possible, the District shall provide advanced funds to the confidential employee for such meals and lodging.

3.5 Longevity:

Longevity salary advances will be granted beginning the 9th year of employment (date of hire), with a five (5) percent salary increase, the 14th year with an additional five (5) percent increase, and the 19th year with an additional five (5) percent increase. Effective July 1, 2004, beginning the 24th year of employment, an additional five (5) percent longevity salary increase will be granted. In addition, effective, July 1, 2007, an addition fifth longevity of five (5) percent salary increase will be granted beginning with the 29th year as a confidential employee.

For the purpose of longevity determination only, each employee's anniversary date shall be the July 1 of the fiscal year in which the employee was hired.

3.6 Professional Growth Increments:

3.6.1 Professional Growth Increments will be awarded after the confidential employee has completed six (6) units of approved study. One year must lapse from that date before the employee is eligible for the next increment.

3.6.1.1 The six (6) units required for a professional growth increment should relate to the employee's classification or area of employment in the District.

3.6.1.2 All courses must first be submitted to, and approved by, the Director of Human Resources.

3.6.1.3 A confidential employee may carry over units of approved credit from the previous increment period.

3.6.2 A maximum total of ten (10) Professional Growth Increments can be earned by all confidential employees.

3.6.3 Professional Growth Increments may be earned by satisfactorily completing the following or a combination of the following:

3.6.3.1 Six (6) units of work in junior college, university, or state college.

3.6.3.2 Six (6) units of work in adult education. (One unit for each fifteen (15) hours of class time.)

3.6.3.3 Six (6) units of work in in-service training programs approved by the Director of Human Resources. (One unit for each fifteen (15) hours of class time.)

3.6.4 Credit shall be granted for all approved courses completed after initial employment with the Oak Grove School District.

3.6.5 Confidential employees who have earned as Associate of Arts Degree shall be entitled to receive a maximum of one Professional Growth Increment regardless of when the degree was earned.

3.6.5.1 The above Professional Growth Increment will be one of the ten (10) increments granted under 3.6.2.

3.6.6 Professional Growth Increments based on completion and approval of the above requirements will be \$375. This amount will be payable in the October 31 payroll. This amount is in addition to the employee's annual salary for each subsequent year of employment.

3.6.7 An official transcript, verified grade card, or instructor's signed statement covering work completed to fulfill requirements for the Professional Growth Increment must be completed and on file in the District Office prior to the approval of a Professional Growth Increment.

It is the responsibility of the confidential employee to apply for professional growth credit and verify completion of course work with the Director of Human Resources.

4.0 Health and Welfare Benefits

Effective November 1, 2013 the District will contribute \$945.00 towards the cost of monthly health premiums for full-time confidential personnel.

4.1 Domestic Partners Health Benefits

Effective January 1, 2005, the District will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental and vision benefits are available to spouses of unit members under this Agreement. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, et seq. and that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq., registering the domestic partnership. Domestic partners may enroll in the District's medical, dental, and vision plans pursuant to this section only to the extent that the District's carriers provide such coverage. Under current IRS regulations, health benefits provided to domestic partners are taxable to the employee.

4.2 Fully-paid dental insurance (including dependents)

4.3 Fully-paid vision insurance (excluding dependents)

4.4 Full-paid life insurance. Term life insurance in the amount of \$50,000 for each confidential employee and an additional amount specified by policy for the spouse/domestic partner and each eligible dependent will be paid by the District.

4.5 Waiver of Coverage

Any employee who certifies that the employee has medical coverage through a spouse/domestic partner, or any employee who certifies that the employee's spouse/domestic partner has medical coverage, may elect to waive the employee's and/or spouse's/domestic partner's right to medical coverage paid by the District. The election to waive spousal coverage and/or to waive the employee's own medical coverage must be made once a year during the open enrollment period, provided there are no pre-existing conditions at the time of re-enrollment. An employee who elects to waive spouse medical coverage and/or the employee's medical coverage shall be paid 80% of the District medical contribution. This payment is taxable. Employees may not add spousal coverage in one year in order to increase the cash option by electing a waiver in the following year.

4.6 Confidential employees shall be entitled to all other benefits included in Article 8 of the CSEA/District Contract.

5.0 Leaves and Holidays:

Leaves and holiday provisions will not be less than provided in the CSEA District contract.

5.1 Scheduled Holidays: The District shall provide all confidential employees with the following paid holidays:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day the day following
Winter Holidays (December 25 and workday before or after December 25 – on day is in lieu of Admission Day)
New Year's Day and the workday before or after New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day

Washington's Day
Spring Vacation Day
Memorial Day

Any additional holidays declared by the President or Governor of this state as a public fast, thanksgiving, or holiday and granted to the leadership team by the Board of Trustees shall be a paid holiday for all confidential employees.

5.2 Catastrophic Leave Bank

All provisions for the Catastrophic Leave Bank outlined in the Working Conditions of the Oak Grove School District Management Personnel apply to Confidential Personnel.

6.0 Vacation:

Confidential employees shall be entitled to the following paid vacations:

6.1		12 Month Employee	
	<u>Years of Service</u>	<u>Total</u>	<u>Monthly</u>
	0-5	15	1.25
	beginning of the fifth	18	1.50
	beginning of the tenth	20	1.67
	beginning of the fifteenth	23	1.92

6.1.1 The above vacation schedule shall become effective on July 1, 1987.

6.2 Vacation Period: Vacation benefits are earned on a fiscal year basis, July 1 – June 30, and should be completed by not later than the year following the one in which it was earned.

All employees, regardless of hours worked, shall be granted vacation on the basis of one day per month worked. Each regular employee employed less than full-time will be granted vacation in the same proportion as the employee's regular assignment bears to full-time employment. No employee shall be entitled to use vacation leave until he/she has been employed for a period of six (6) months. All permanent employees shall be eligible to take earned vacation days as they accrue, with prior approval of the immediate supervisor/principal. Such earned vacation shall not become a vested right until after the completion of the initial (6) months of service in the District.

6.3 Vacation Carry-over:

Any confidential employee who has been employed for more than (1) year may carry-over a maximum of ten (10) workdays of vacation time, with the prior approval of the immediate supervisor.

6.4 Vacation Deferral:

If a confidential employee is denied by the District the opportunity to take vacation in the year following the year in which it was earned, the employee shall be paid for all vacation days or permitted to carry-over a maximum of fifteen (15) work days of vacation into the next fiscal year and receive compensation at the appropriate rate for any earned unused vacation days.

6.5 Vacation Pay:

Pay for vacation days shall be the same as that which the employee would have received had the employee been in a working status.

6.6 Vacation Pay Upon Termination:

A permanent confidential employee who resigns, retires, is laid off, or is on an unpaid leave of absence, shall be entitled all vacation pay earned and accumulated up to and including the last day the employee is in paid status.

6.6.1 If the confidential employee is terminated within the employee's probationary period, the employee shall not be entitled to receive any vacation benefits granted under Section 7.1 of these Working Conditions.

6.7 Holiday Falling During Vacation:

If a holiday falls during a confidential employee's scheduled vacation period, the holiday will not be counted as a vacation day.

6.8 The specific dates on which a confidential employee takes vacation must be approved by the District Superintendent and/or the employee's immediate supervisor

6.9 Interruption of Vacation:

A confidential employee shall be permitted to interrupt or terminate vacation leave in the event of an accident or illness requiring hospitalization without a return to active service, provided notice and supporting information regarding the basis for such interruption or termination is supplied.

7.0 Evaluation:

- 7.1 Evaluation shall be made at least every two years by the employee's immediate supervisor.
- 7.2 Evaluation shall be made out and discussed with the confidential employee.
- 7.3 The employee shall sign the form and return a copy. A signature indicates only that the form has been read and the employee is aware of the contents.
- 7.4 Evaluation forms are due in the Human Resources Office by the last working day in March
- 7.5 Evaluation forms of probationary employees shall be completed not later than the end of the third month of employment.
- 7.6 Additional evaluations may be requested in special circumstances.
- 7.7 Administrators are encouraged to discuss job performance with the employee throughout the year, thoroughly discussing employee's strengths and weaknesses and giving constructive criticism to encourage immediate and continuing improvements.
- 7.8 Employees will have access to read or duplicate material in their personnel file which might affect employment status.
- 7.9 Employees may review personnel files and include written comments to materials contained therein.
- 7.10 If evaluation shows any employee's work to be below satisfactory standard, the administrator shall take appropriate steps to assist the employee in improving.
- 7.11 Failure by the employee to show satisfactory improvement shall be deemed just cause for dismissal.

8.0 Procedure for Resolution of Concerns Identified by Confidential Employees:

- 8.1 The purpose of this procedure is to provide an efficient means of resolving concerns of confidential employees or conflicts between confidential employees and the administrators to whom they are responsible. It is understood that no employee shall suffer reprisals or discrimination as a result of having presented conflicts or concerns for resolution through this procedure.

Such conflicts/concerns may relate to alleged violation, misinterpretation or inequitable application of existing laws, rules, regulations, administrative orders or procedures which relate to employment conditions, and employer-employee

relations including, but not limited to wages, hours, and other terms and conditions of employment.

The procedure following provides an opportunity for frank personal discussions between the employee and the supervisor and offers the possibility of further discussion of unresolved problems to the level of the Board of Trustees. It should be possible to reach a satisfactory resolution to the majority of concerns/conflicts during the information discussions. This procedure also provides for those few problems which cannot be resolved immediately between supervisor and employee. All information is to be kept confidential.

- 8.1.1 If a confidential employee (hereafter referred to as the employee) perceives a conflict/concern the employee should discuss the problem with the employee's immediate supervisor within five working days after knowledge of the act giving rise to the conflict/concern.
- 8.1.2 If no satisfactory determination or resolution was made from the informal discussion between the employee and supervisor, the following procedure shall be instituted:
 - 8.1.2.1 Within five working days after the informal discussion, the employee shall discuss the matter in a conference with the employee's immediate supervisor and shall provide a written statement of the unresolved conflict.
 - 8.1.2.2 The supervisor shall then review all aspects of the case with the employee and render a written decision within five working days from the date of the submission of the written statement.
- 8.1.3 If the employee remains dissatisfied, after following **8.1.1 and 8.1.2**, the employee may submit a written Statement of Concern within five working days after receipt of the decision and request a review of the concern/conflict by the employee's supervisor's immediate supervisor, who shall meet, wither separately or jointly, with the employee and the employee's supervisor. The supervisor's immediate supervisor shall then review all aspects of the case with the parties involved and shall render a written decision within five working days after meeting with the involved parties.
- 8.1.4 In the event that the employee is not satisfied with the decision rendered by the supervisor's immediate supervisor (8.1.3), the employee may submit a written Statement of Concern within five working days after receipt of the decision and request a review of the concern/conflict by the Executive Team. **BUT NOT TO INCLUDE SUPERVISOR AGAINST WHOM THE CONCERN HAS BEEN FILED.** The written request shall include:

8.1.4.1 A clear statement of the concern/conflict

8.1.4.2 The course or courses of action taken in attempting to resolve the concern/conflict under the previous procedures including all decisions rendered.

8.1.4.3 The reasons why the decisions under 8.1.3 are being appealed.

8.1.4.4 Copies of the documents considered appropriate to the concern/conflict.

The Superintendent's Cabinet shall hold separate meetings with the employee and the employee's supervisor within five working days of receipt of the written request, unless there is mutual agreement that more time be allowed.

Following this Administrative review and within ten working days after completion of the review, a written decision is to be rendered and copies sent to all parties involved.

8.1.5 Should the employee find that he/she is not satisfied with the Superintendent's Executive Team decision (8.1.4), the employee may appeal to the Board of Trustees within five working days after receipt of the decision. All material previously considered shall be presented in writing and both parties shall have the right to appear personally before the Board of Trustees.

The board of Trustees shall hear the appeal in Closed Session at its next scheduled regular meeting following receipt of the request and shall render its decision and supporting reasons in writing to the parties involved within ten working days after hearing the appeal.

The decision of the Board of Trustees will be final.

9.0 Early Retirement Benefits:

9.1 After ten years of full-time satisfactory service with Oak Grove School District, which includes five (5) years as a Confidential, and achievement of age fifty, a confidential employee will become eligible to participate in the confidential employee's early retirement program for a maximum of five years, or to the July 1 following the confidential's sixty-fifth birthday, whichever comes first.

9.2 Confidential employees opting for this program may, at the District's option, be required to provide additional services.

9.3 The District will, except in an emergency, normally give the early retiree a 30-day notice when such additional service will be requested.

- 9.4 Early retirees who are requested by the District to perform additional services shall be compensated at the same hourly rate of pay they received during their last month as a regular full-time employee (monthly salary rate divided by 173.3).
- 9.5 The District shall continue the same fringe benefit contributions, as though the Confidential were on a full-time salary.
- 9.6 Should an early retiree not comply with the District's request to provide additional service under Section 9.1, the District may at its discretion, terminate the early retiree's participation in the early retirement program.
- 9.7 Once electing to participate in the program, an early retiree may not return to regular employment in the District.
- 9.7.1 If the employee takes PERS disability retirement before the employee's fifty-fifth birthday, the employee must have been an employee of the Oak Grove School District for at least 20 years to be eligible for the aforementioned benefit for a maximum of no more than ten (10) years.
- 9.7.2 All health and dental insurance benefit premium payments by the District cease in the event of death or early retiree.
- 9.7.3 Benefits are limited to those stated. All other fringe benefit coverage, life insurance or any other benefit hereafter effected is specifically excluded.
- 9.8 *Benefits After Retirement*

The District shall continue to provide retired employees the opportunity to purchase health/welfare insurance premiums for themselves and their dependents at the current group rates, providing said employee has served five (5) consecutive years of service for the employer prior to retirement. Premiums shall be payable to the District one (1) month in advance. An employer-approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

10.0 Duration of Working Conditions:

These working conditions shall be effective upon approval of the Board of Trustees. The terms of these conditions will be in force for three years (July 1, 2010, through June 30, 2013) and will be renewed annually on or before January 1 for an additional three years, unless modified by the Board of Trustees upon recommendation of the Superintendent.

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**WORKING CONDITIONS
FOR
CONFIDENTIAL PERSONNEL**

OAK GROVE SCHOOL DISTRICT

July 1, 2013 – June 30, 2015