

MEMORANDUM OF UNDERSTANDING

Between the

**ASSOCIATION OF
CONFIDENTIAL EMPLOYEES**

and the

**SANTA BARBARA
COMMUNITY COLLEGE DISTRICT**



July 1, 2023 - June 30, 2026

[Article 1: PURPOSE AND TERM](#)

[Article 2: THE ASSOCIATION OF CONFIDENTIAL EMPLOYEES DEFINED](#)

[Article 3: COMPENSATION AND INCENTIVES](#)

[Article 4: BENEFITS](#)

[Article 5: LEAVE PROVISIONS](#)

[Article 6: RECLASSIFICATION](#)

[Article 7: HOURS](#)

[Article 8: PROFESSIONAL GROWTH](#)

[Article 9: COMMITTEE REPRESENTATION](#)

[Article 10: PERFORMANCE EVALUATION](#)

[Article 11: LAYOFFS](#)

[Article 12: MOU REPLACES PREVIOUS MOUS](#)

[APPENDIX A: CONFIDENTIAL EMPLOYEES SALARY SCHEDULE](#)

[APPENDIX B: ASSOCIATION OF CONFIDENTIAL EMPLOYEES CLASSIFICATION TITLES](#)

[APPENDIX C: HEALTH AND WELFARE BENEFITS](#)

[APPENDIX D: DOMESTIC PARTNERSHIP](#)

Article 1: PURPOSE AND TERM

- 1.1 This Memorandum of Understanding (MOU) is entered into by and between the Santa Barbara Community College District (District) and the Association of Confidential Employees (ACE), formerly known as the Confidential Employees Group (Confidential Group).
- 1.2 This MOU is intended to be a comprehensive statement of compensation and other rights related to members of the Association of Confidential Employees of Santa Barbara City College.
- 1.3 This MOU represents the previously agreed upon rights granted to the Confidential Employees Group, now named the Association of Confidential Employees (ACE), through past meet and confer sessions and additional rights granted for the period from July 1, 2023 - June 30, 2026
- 1.4 Subjects not covered in this MOU shall be governed by the District Policies and Procedures for Classified Employees. In the event of conflict or any inconsistency between the District's Policies and Procedures for Classified Employees and this MOU, this MOU between ACE and the District shall govern.
- 1.5 The terms and conditions of employment for Confidential Employees shall be provided for as necessary, developed through the meet and confer process designated for Confidential Employees and embodied in this MOU.

Article 2: THE ASSOCIATION OF CONFIDENTIAL EMPLOYEES DEFINED

- 2.1 BP 7240 CONFIDENTIAL EMPLOYEES
- 2.2 AP 7240 CONFIDENTIAL EMPLOYEES
- 2.3 Gov. Code Sec. 3540.1(c)
- 2.4 The Association of Confidential Employees (ACE) includes employees in designated confidential positions in Human Resources, the Office of the President, and the Offices of the Vice Presidents.
- 2.5 Confidential employees are those employees who are tasked with developing and/or representing management positions with respect to employer-employee relations, and/or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions related to negotiations.
- 2.6 Confidential employees gather, create, and/or handle documents or data relating to or containing information about the employer's bargaining proposals and/or position, negotiating strategy and/or proposals.

- 2.7 Confidential employees gather, create and/or handle documents or data concerning employee grievances, or attend grievance meetings on behalf of the employer.
- 2.8 The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a Confidential employee or member of the ACE. (BP7240)
- 2.9 Determining whether a position is confidential shall be made by the Board of Trustees in accordance with applicable law and with the regulations of the California Public Employment Relations Board. The Board or its designee shall fix and prescribe the duties of Confidential Employees.

Article 3: COMPENSATION AND INCENTIVES

- 3.1 Confidential employees are entitled to general salary increases at least equal to, and no lesser than, the highest amount granted to any other employee group, including the California School Employees Association (CSEA), the Faculty Association (FA), and the Advancing Leadership Association (ALA). This provision applies, but is not limited to:
 - (1) Cost of Living Increases (COLA);
 - (2) Across-the board increases in salary step schedules;
 - (3) Bonuses and salary incentives.
- 3.2 The District will create a new Confidential Salary Schedule based on Classified Salary Schedule 29 with 5% differential for Confidential employees built into the base salary and update by 8% (COLA), retroactive to July 1, 2022 and ending as referenced in Appendix A (attached).
- 3.3 Effective July 1, 2023, the District will update the Confidential Salary Schedule (based on Classified Salary Schedule 29 with 5% differential) (See appendix and include upwards by 90% of the funded Cost-of-Living Allowance (COLA) percentage for California Community Colleges, which has been approved in the State of California Enacted Budget.
- 3.4 The District will pay \$2000, on a one-time basis, to Confidential employees that are current employees during the spring 2023 semester.
- 3.5 The above increase and one-time payment will be implemented immediately upon ratification and Board approval.
- 3.6 Schedule of Ranges and Rates

The compensation plan for Confidential employees of the Santa Barbara Community College District shall be consistent with the schedule of ranges or rates of pay as adopted by the Board of Trustees. Each class in the classification plan shall be assigned to the appropriate range or rate in the compensation plan upon recommendation of the Human Resources Department and with the approval of the Superintendent and the Board of Trustees as referenced in Appendix B.

3.6.1 Salary Placement for new Confidential employees

New Confidential employees shall be placed in the salary range associated with their classification with credit given for directly related full-time paid experience as follows:

0-23 months	Step 1
24-47 months	Step 2
48-71 months	Step 3
72-95 months	Step 4
96-119 months	Step 5
120 months or more	Step 6

A new Confidential employee may be placed on Step 7 due to extraordinary circumstances if approved by both the Area Vice President and the Vice President, Human Resources.

3.6.2 The salary of the employee in a Confidential position which is reclassified shall be determined as follows:

- a. If a position is reclassified the salary and anniversary date of the incumbent shall not change.
- b. If the position is reclassified to a class which has a higher salary range, then the incumbent shall be placed on the step of the new salary range that is at least one step higher than the step the Confidential employee was on in the previous range.
- c. If the position is reclassified to a class which has a lower salary range, the salary of the incumbent shall be adjusted to the step in the new range which provides the same salary the Confidential employee was receiving immediately preceding the effective date of the new range. If there is no such step, the employee's salary shall be adjusted as provided here-in-below.
- d. Step-Assignment
 - i. If the current salary of a Confidential employee is less than the maximum salary for the new class, the employee shall

be assigned to the step in the new range having a salary nearest the salary the Confidential employee was receiving immediately preceding the effective date of the new range.

- ii. If the current salary of a Confidential employee is greater than the maximum salary for the new class, the employee shall be paid at their current salary. Such salary, plus any cost of living adjustments granted the Confidential employee, will be maintained until such time as the highest step in the new range exceeds the employee's salary.

e. Salary to be Paid When Step Assignment Determined

- i. If the current salary of the Confidential employee is less than the salary of the step to which the employee was assigned, then the Confidential employee's salary shall be increased on the salary of the step to which the employee was assigned.
- ii. If the current salary of the Confidential employee is greater than the salary of the step to which the employee was assigned, the "Y" rate principle shall apply, and the Confidential employee's salary shall remain unchanged. In any case, the incumbent shall retain the same anniversary date. The "Y" rate principle is defined as a rate of compensation in excess of the compensation provided by the step to which a unit member is assigned on the Basic Pay Plan, and such "Y" rate shall be discontinued when the employee ceases to occupy the position, or whether the salary range assigned equals, or exceeds, such "Y" rate.

3.7 Employment Date and Anniversary Date

When any Confidential employee is appointed and begins working in a position on or before the fifteenth (15th) day of the month, the Confidential employee's initial employment date shall be the first day of that month during which the Confidential employee was employed. If the employment commences on or after the sixteenth (16th) day of the month, the Confidential employee's initial employment date shall be the first of the month following the date of the Confidential employee's employment. A Confidential employee's anniversary date is the date upon which the employee is granted an earned salary increment. The employment date affects salary.

3.8 Increases Within the Salary Range

Confidential employees shall be eligible for advancement to the next step of the salary range for their class. Eligibility for advancement will be on an annual basis, on their anniversary date, until the employee reaches the maximum salary step of the appropriate salary range. Except for military leaves of absence, the granting of any leave of absence without pay shall cause the Confidential employee's salary increase anniversary date to be postponed one (1) calendar month for each month or major fraction thereof of such leave taken.

3.9 Temporary Out of Class

A Confidential employee, assigned by the District to perform the duties of a higher classification for a period of time which exceeds five working days within a fifteen-calendar-day period, shall be paid on the Confidential salary range assigned to the higher position on the lowest step which will give an increase of at least 7% over the employee's regular salary. The higher pay rate will be in effect for the period the Confidential employee is required to work in the higher class and shall require approval of the Confidential employee's immediate supervisor and the Vice President of Human Resources. Upon acceptance of the assignment, the Confidential employee shall be notified of the temporary assignment's duties and salary.

3.10 Bilingual Differential

3.10.1 The District shall develop a fair and equitable method of testing and certifying a Confidential employee's language proficiency in foreign languages commonly utilized by the student and community populations the District serves. The parties shall meet annually to designate languages for which testing and certification will be provided for the purposes of this section. The goal shall be to designate languages that serve the needs of the District's students and community, and to identify and incentivize employees to use their language skills in their work. For the purposes of 2023-26, the language(s) designated in accordance with this article are: Spanish.

3.10.2 Any Confidential employee who demonstrates proficiency in speaking a language designated in accordance with section 3.10.1 and is willing to use this proficiency in the course of their duties shall be paid a fifty-five (55) dollar differential each month in addition to any other compensation they receive.

3.10.3 Any Confidential employee who demonstrates proficiency in speaking, reading, and writing a language designated in accordance with section 3.10.1 and is willing to use this proficiency in the course of

their duties shall be paid an eighty-five (85) dollar differential each month in addition to any other compensation they receive.

- 3.10.4 The differentials in section 3.10 are not additive; Confidential employees shall only receive the highest language proficiency differential for which they qualify.
- 3.10.5 The differentials in section 3.10 shall not apply to Confidential employees whose job description already requires language proficiency.
- 3.10.6 The differentials in section 3.10 are not intended to require Confidential employees to do the work of technical translation or simultaneous interpretation best accomplished by an appropriately qualified interpreter or translator.

3.11 Earned Degree Advancement

- 3.11.1 A Confidential employee with an earned Doctorate degree received from a fully accredited institution at the time of conference of the degree, shall receive a monthly educational differential based on **5%** of class 1, step 1 on faculty Salary Table 10.
- 3.11.2 A Confidential employee with an earned degree higher than the highest degree required for their position, received from a fully accredited institution at the time of conference of degree, shall receive a monthly educational differential based on **3%** of class 1, step 1 on faculty Salary Table 10.

3.12 Tuition Reimbursement

Subject to Human Resources approval, the District will reimburse Confidential employees for course fees up to \$2,000 per year for a maximum of four (4) non-consecutive years, upon successful completion of course(s) that lead to an accredited degree related to the job with:

- (1) A "C" grade or better, a pass for pass/fail courses, or
- (2) A passing grade as determined by the accredited institution's grading system.

3.13 Longevity Increments

Service Increments - Salary increases shall be granted for length of service by the following non-cumulative amounts:

3.13.1 Ten Years

A Confidential employee who is employed not less than 20 hours a week, and who has served as an employee of the Santa Barbara Community College District for ten (10) years, shall be granted a career increment at ten years equivalent to 5% of their basic monthly salary to which they are entitled in their respective position, time assignment, and salary schedule classification established by the Board of Trustees.

3.13.2 Fifteen Years

A Confidential employee who is employed not less than 20 hours a week, and who has served as an employee of the Santa Barbara Community College District for fifteen (15) years, shall be granted a career increment of an additional 5% at fifteen years equivalent to 10% of their basic monthly salary to which they are entitled in their respective position, time assignment, and salary schedule classification established by the Board of Trustees.

3.13.3 Twenty Years

A Confidential employee who is employed not less than 10 hours a week, and who has served as an employee of the Santa Barbara Community College District for twenty (20) years, shall be granted a career increment of an additional 5% at twenty years equivalent to 15% of their basic monthly salary to which they are entitled in their respective position, time assignment, and salary schedule classification as established by the Board of Trustees.

3.13.4 In determining eligibility for a longevity career salary increment, the calculation of service to the District will include all permanent service, probationary or regular status, Classified, Confidential, and/or Certificated, whether under federal, state, or private sector funding, and shall exclude all hourly casual employment.

3.14 Early Retirement Incentive Program

3.14.1 Eligibility

- a. A person must have rendered 10 years of service with the District and be at least age 50. Five years of that service requirement shall be immediately preceding retirement.
- b. "Regular" service with the District is defined as service in paid status and shall exclude all hourly casual employment.

3.14.2 Medical

- a. The District will contribute the specified premium amount for the Confidential retiree's District group medical and dental plan.
- b. This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy.
- c. District contributions shall continue until the Confidential retiree reaches age 65 or the date of the retiree's death, whichever is earlier.
- d. Upon the death of a Confidential retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District health insurance program at the time of the employee's death may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage. The District will provide the Confidential retiree's District contribution until the date the retiree would have reached age 65 or for 6 months from the date of death whichever is less.

3.14.3 Employment with the District

As part of the District's Early Retirement Incentive Program, the District may employ Confidential retirees on a part-time basis in accordance with the provisions and limitations of Section 23919 of the Education Code.

Article 4: BENEFITS

4.1 Health and Welfare Benefits

Confidential employees will receive Health and Welfare Benefits according to Appendix C (attached).

- 4.1.1 Benefits proposed by the District and agreed upon by the CSEA and/or FA will be made available to the ACE, under the same negotiated terms, as a "Me Too" clause in the form of an addendum.
- 4.1.2 Confidential employees (ACE) shall receive the benefit of the more favorable health and welfare benefits granted to the FA, ALA, and the CSEA.
- 4.1.3 Participation will be available for domestic partners pursuant to Appendix D (attached).

4.1.4 Spouse/Dependent Medical Coverage on Death of Active Employee

Upon the death of an active Confidential employee who is eligible for benefits, a surviving spouse/domestic partner, and/or eligible dependents may remain in the District's medical and dental plans: the District will provide the District contribution for survivors for six months. After that, a surviving spouse/domestic partner, and/or eligible dependents may remain in the District's medical and dental plans in accordance with the provisions of public law (COBRA).

4.1.5 Spouse/Dependent Medical Coverage on Death of Retired Employee

Upon the death of a Confidential retiree who is enrolled in the District's medical and dental plans, a surviving spouse/domestic partner and/or dependents may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.

4.1.6 Participation in Tax Annuity Programs

Confidential employees employed regularly more than 20 hours a week may participate in a tax annuity plan.

Article 5: LEAVE PROVISIONS

For the purpose of this section, "continuous service" shall mean employment for 10 or more calendar months of each school year.

5.1 Vacation

5.1.1 From the employment date of full-time equivalent service, Confidential employees earn 14.667 hours credit for each calendar month, or major fraction thereof, of paid employment.

5.1.2 After the completion of seven (7) years of full-time equivalent service, Confidential employees shall begin earning 16.00 hours of credit for each calendar month, or major fraction thereof, of paid employment.

5.1.3 After the completion of twelve (12) years of full-time equivalent service, Confidential employees shall begin earning 16.667 hours of credit for each calendar month, or major fraction thereof, of paid employment.

5.1.4 It is the policy of the District that vacation be taken annually; however, vacation credit may be accumulated to a total, as of June 30th each

fiscal year, not exceeding that which the Confidential employee could earn in twenty-four (24) months.

- 5.1.5 The maximum vacation balance which a Confidential employee can maintain without ceasing to earn additional vacation shall be that amount of vacation they can accrue in 16 twenty-four months at their current accrual rate. Accrual will re-commence the month after the balance is reduced below the limit.
- 5.1.6 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the Confidential employee is assigned.
- 5.1.7 Any Confidential employee who commences their scheduled vacation period and subsequently becomes ill or is bereaved before their vacation period has been completed shall be placed on sick leave or bereavement leave, as appropriate, under the following conditions:
 - a. If the illness or bereavement is for three (3) consecutive days or more; and
 - b. If the illness or bereavement is such that had the ACE Group member been working, they would have been absent on sick or bereavement leave; and
 - c. If the request is filed with Human Resources within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of their return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and, if the request fully outlines the reasons for the request and is fully substantiated by verification from a medical professional in the case of illness.
- 5.1.8 When all or part of a Confidential employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the member's accrued vacation balance. If possible, they shall be granted an opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation.

5.2 Sick Leave

- 5.2.1 Sick leave is the authorized absence because of personal illness or injury or exposure to contagious disease.
- 5.2.2 Full-time Confidential employees shall accrue sick leave for personal illness or injury at the rate of one (1) day for each calendar month of service or major fraction thereof during the fiscal year.

- 5.2.3 For Confidential employees, "immediate family" means mother, mother-in-law, father, father-in-law, grandmother or grandfather of the employee or the spouse or domestic partner of the employee, spouse, domestic partner, grandchild, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, step-parents, brother, brother-in-law, sister, or sister-in-law of the employee, and any other relative living in the immediate household of the employee. All step, half, adopted, foster "immediate family" members are included.
- 5.2.4 Confidential employees serving less than a fiscal year or on less than a full-time basis shall accrue sick leave in proportion that the time worked bears to a fiscal year of full-time service.
- 5.2.5 A new Confidential employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under Education Code Section 88191 or 88196, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 5.2.6 Unused sick leave provided above shall be accumulated from year to year with no cumulative limit.
- 5.2.7 Legal holidays, Saturdays, and Sundays shall not be counted as any part of said sick leave unless the Confidential employee is obligated to work on such days.
- 5.2.8 Whenever a Confidential employee is absent because of illness or injury, then the employee shall submit their absence information in the assigned system to their supervisor. Additionally, whenever a Confidential employee is absent for more than five (5) consecutive working days, they must submit to the Human Resources Department verification from their medical authority, in order to establish the validity of such medical absence of more than five (5) consecutive working days. Such verification from the medical authority shall include either (1) a statement concerning the employee's illness or injury (using the District's Medical Verification for Leave/Return to Work form) or the District's Medical Verification for Extended Leave/Return to Work Certification forms as appropriate) which resulted in an absence of more than five (5) consecutive working days. The Superintendent/President may require that the District select one or more physicians at District expense to verify the frequent recurrence of the same illness or injury. Such verification will include a statement covering either the Confidential employee's need

for intermittent absence from work due to illness or injury or the degree of duty they can assume within their assigned duties in the District.

- 5.2.9 Termination of a Confidential employee's employment or service shall abrogate all sick leave accrued to the time of such termination. However, if such person subsequently re-enters employment or service within 39 months from the date of separation as provided in these policies, all benefits shall be restored.
- 5.2.10 Upon written request, a new Confidential employee who has been employed by a California public school district within one (1) year of the time they are employed by the District shall have any unused sick leave remaining from said former district transferred to the their sick leave account in the District.
- 5.2.11 Upon separation from the District, no remuneration will be paid for unused sick leave. Upon separation from the District, any absence due to illness or injury beyond authorized sick leave shall be deducted from the final warrant of the Confidential employee.

5.3 Personal Necessity

- 5.3.1 Confidential employees may use up to ten days of sick leave a year for personal necessity.

5.4 Catastrophic Illness Leave Donation Program

- 5.4.1 The purpose of this program is to allow permanent District employees, including Confidential employees, to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees or an immediate family member, who have completely exhausted other paid leave benefits. The program is voluntary.
- 5.4.2 Effective January 1, 2002 any Confidential employee may donate up to five (5) days of accumulated sick leave to another college employee who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one day (based on the donating employee's assignment). Donations are irrevocable; unused days are retained by donee. Terminating employees may donate up to six (6) days.

- a. The donating employee must, after the donation, retain a minimum of two year's worth of accrued, unused sick leave from prior accumulations.
- b. The donating employee shall execute and file with the Human Resources Department a form authorizing and irrevocably assigning the donated leave to the donee employee.

5.4.3 Confidential employees shall be eligible to request the donation of other SBCC employees' sick time subject to the following conditions and limitations:

- a. The Confidential employee is a permanent employee of the District.
- b. The Confidential employee suffers from a non-industrial, catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.
- c. The Confidential employee has exhausted all of their available paid leaves, including regular and extended sick leave (1/2 pay) and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.
- d. The maximum number of donated days which may be utilized by one Confidential employee for a single catastrophic illness or injury shall not exceed 125 days.
- e. Each Confidential employee shall be limited to one donation request per school year.
- f. Donations may only be accepted during a two (2) week call for donations window period.
- g. Donated leave shall be charged on the basis of hour for hour regardless of the classification family and/or salary

schedule of employees donating leave and employees receiving leave.

5.4.4 Administration:

- a. Applications for benefits shall be submitted to the Human Resources Department on a District form.
- b. The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.
- c. After verifying the Confidential employee's eligibility, the District's Human Resources Department will circulate a request for sick leave donations to be submitted to the payroll department (two week window period). A District request form must be used.
- d. Donated sick leave not used prior to the Confidential employee's return to service shall be retained by the donee.
- e. The donee employee shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal governments rule that a tax liability is due other than what was withheld, the employee shall be solely liable for the additional taxes.
- f. No action taken under this section shall be subject to any District grievance procedure. Confidential employees voluntarily participating in this program shall hold the District harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

Article 6: RECLASSIFICATION

- 6.1 The annual reclassification request window will open for a full month every October. The ACE shall be notified in a timely way prior to the opening of the annual window period.
- 6.2 The request for reclassification is initiated by the Confidential employee. The Vice President - Human Resources must receive a completed "Reclassification Request Form" in order for the reclassification request to be considered. Upon

receipt, a copy of the Confidential employee reclassification request will be sent by Human Resources to the manager for review, input, and signature(s). Reclassification request forms received after the close of the annual window period will not be considered and will be returned to the requestor.

- 6.3 The ACE shall be notified prior to any proposed change to the status of a confidential position. In such case, a Meet and Confer with the ACE, the Vice President of Human Resources (or another member of the President's Cabinet), and the Superintendent/President shall be called. A member in a Confidential position, while still employed, cannot have the Confidential designation removed unless legally required by the California Public Employment Relations Board.
- 6.4 The reclassification panel shall include a Confidential employee, the Superintendent/President or designee, and Vice President of Human Resources or designee.
- 6.5 Definitions
 - 6.5.1 "Classification" means that each Confidential position shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and the regular monthly salary ranges for each such position.
 - 6.5.2 "Reclassification" means the upgrading of a Confidential position to a higher classification as a result of the gradual accretion of higher level duties and responsibilities over time (at least two years), since the creation of, or last approved, reclassification of this position.
- 6.6 Eligibility Criteria
 - 6.6.1 Reclassification results from a permanent change and/or accretion in duties. Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged but will not be considered a basis for reclassification.
 - 6.6.2 Reclassification requests are initiated by the Confidential employee..
 - 6.6.3 Department and District reorganizations may create the need for a reclassification, however those will be conducted by the District outside of this process and under the reorganization process established by Human Resources and the District.
 - 6.6.4 All permanent Confidential employees, regardless of the funding source of their position, are eligible to apply for a reclassification; temporary/interim positions are ineligible.

- 6.6.5 The Confidential position will be reviewed, not the person serving in the position. Positions are reclassified; incumbents are not.
- 6.6.6 Reclassification is not based on the quality of performance and should not be viewed as a reward for superior services, a reward for longevity or the qualifications of the incumbent. A classification structure is not intended to serve as a reward, recognition or promotional system.
- 6.6.7 Assuming duties on one's own authority does not constitute a basis for reclassification.
- 6.6.8 An increase in the volume of the employee's regular job responsibilities is not a basis for a reclassification.

6.7 Evaluation Criteria:

Reclassification Request Forms are located on the Human Resources website and any changes to be made to the procedure or the form must be mutually agreed upon by both the District and the ACE.

6.8 Appeal Process for Denied Reclassification Requests: The employee may appeal the Panel decision based on the following:

- 6.8.1 New information is available that was not available for the original submission, that could change the outcome.
- 6.8.2 The panel's decision was discriminatory, or otherwise not based on submitted information.
- 6.8.3 The Confidential employee may request to meet with the Panel to present their justification face-to-face or submit the appeal in writing. The decision of the appeal is final.
- 6.8.4 A Confidential employee whose position has been reclassified is ineligible for subsequent reclassification in that position for a period of two years from the effective date of such reclassification.

Article 7: HOURS

7.1 Regular Schedule

The regular work week of a full-time Confidential employee normally is forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work week, however, shall be at the sole discretion of the District management.

7.1.1 Alternate Work Schedules

a. Flexible Work Schedule

Subject to approval by the Confidential employee's immediate supervisor, the Confidential employee may work a flexible work schedule. A flexible work schedule means up to an eight (8) hour workday in which the employee may vary their starting and ending time. The supervisor may, subject to two weeks notice, terminate a Confidential employee's flexible work schedule. The termination of a flexible work schedule shall not be for arbitrary and/or capricious reasons. Under no circumstances may a flexible schedule exceed eight hours per day or 40 hours per week. All flexible schedules must be requested on the Request for Alternative Workweek Schedule Change Form and submitted to the Vice President, Human Resources for compliance.

b. Compressed Work Schedules

The District and the ACE may mutually agree to a compressed work schedule, in accordance with the Fair Labor Standards Act (FLSA) or Education Code 88040, to establish either an:

- 4/10 (four-day, ten-hour per day workweek)
- 9/80 (eight nine-hour days and one eight-hour day over a two week period)

All compressed schedules must be requested on the Alternative Workweek Schedule Change Form and submitted to the Vice President, Human Resources for compliance.

Time off must be reported in hourly increments (i.e., 9/80 must report 9 hours for full day off work).

If a holiday falls on a day for which the Confidential employee is not scheduled to work as a result of the compressed schedule, the District shall provide a substitute holiday for such Confidential employee, within the same pay period, or provide compensation in the amount to which the Confidential employee would have been entitled had the holiday fallen within the Confidential employee's normal work schedule. If the Confidential employee is on a compressed schedule, the number of hours scheduled to work per day equals the number of hours granted for the holiday.

7.2 Overtime

Overtime is voluntary. The District will provide overtime compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for Confidential employees designated by the District, and authorized to perform such overtime and certified by the employee's immediate supervisor on the Compensatory Time/Overtime form and submitted to payroll for payment. Overtime is any time required, suffered or permitted, to be worked in excess of eight (8) hours in any work day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to Confidential employees whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the Confidential employee is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the Confidential employee.

7.3 Telecommuting

Telecommuting shall be authorized by the immediate supervisor on the Telecommuting Agreement form and submitted to Human Resources for compliance. The approval and conditions under which such requests will be granted are subject to the District's sole discretion, provided that the working conditions are consistent with the terms of this MOU.

Article 8: PROFESSIONAL GROWTH

- 8.1 Confidential employees are eligible to participate in the District's Professional Growth Incentive Program as specified in the Professional Growth Manual for Classified and Confidential Employees. The Professional Growth Incentive Program allows Confidential employees to earn \$250 per year for each unit of twelve (12) Professional Growth units, up to a maximum of eight increments per year (\$2000).

Human Resources shall continue to have oversight of the Professional Growth Program for Confidential employee as specified in the Professional Growth Manual.

Applications for Professional Growth Credits will be evaluated by a Human Resources designee appointed by the Vice President of Human Resources.

8.2 Course Enrollment

Confidential employees may enroll in and/or audit one credit or fee-based course each semester without payment.

Article 9: COMMITTEE REPRESENTATION

Confidential employees shall have the opportunity to participate on College advisory, operational, and participatory governance committees, including but not limited to the College Planning Council, Personnel Benefits Committee, Budget Resource Allocation Committee, Equal Employment Opportunity Advisory Committee, President’s Cabinet Plus, Board Policy and Procedures Committee, Classified and Confidential Employee of the Year, and the Reclassification Committee. Confidential employees will serve on hiring committees for executive leadership positions and Confidential positions, and will be given the option to participate on other hiring committees.

Article 10: PERFORMANCE EVALUATION

10.1 Probationary Status

10.1.1 New Confidential employees hired on a 6-month probationary period. Probationary Confidential employees will be evaluated at the end of 1st, 3rd and 5th (to determine permanency) month of service.

10.2 Annual Evaluations

10.2.1 Permanent Confidential employees will undergo yearly evaluations by their immediate supervisor/manager.

Article 11: LAYOFFS

11.1 AB 438: Confidential employees are to be provided with the same layoff notice and hearing rights as Faculty and Educational Administrators. The District is required to provide permanent Confidential employees with layoff notice no later than March 15.

11.2 The notice shall notify Confidential employee of their layoff date, displacement rights if any, and reemployment rights.

11.2.1 The layoff pertains to:

- i. Lack of work
- ii. Lack of funds

11.2.2 The layoff is not discipline based.

11.3 Laid off Confidential employees shall be eligible for reemployment for 39 months.

Article 12: MOU REPLACES PREVIOUS MOUS

This Memorandum of Understanding supersedes previous Memorandum of Understandings between the District and Confidential employees.

Paulmena Kelly

Paulmena Kelly
Chair, Association of Confidential Employees

Kindred Murillo

Dr. Kindred Murillo
Interim Superintendent/President

July 20, 2023

Board Approval Date

Signature: *Kindred Murillo*

Email: kmurillo4@pipeline.sbcc.edu

Signature: *Paulmena Kelly*

Email: pdkelly@pipeline.sbcc.edu









ACE MOU 7.20.23 Signed

Final Audit Report

2023-07-25

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