

**Human Resources**

1 **AP 7240 CONFIDENTIAL EMPLOYEES**

2 **References:**

3 Education Code, Section 88014, 88015, 88117, 88127, 88160 et seq., 88190, 88196,  
4 88197, and 88198; and  
5 Government Code Section 3540.1 subdivision (c)

6 The terms and conditions of employment for confidential employees shall be provided  
7 for as necessary by additional procedures developed by the Office of Human  
8 Resources.

9 **Salary Placement/Advancement**

10 Confidential employees initially placed on Step 1 shall be granted an anniversary  
11 increment to Step 2 after completion of a minimum of six months of paid service in the  
12 District. The increment shall be effective on the immediate July 1, following completion of  
13 the six months service.

14 Confidential employees placed on Step 2 shall be granted anniversary increments to the  
15 following salary step on July 1 and after completion of each one calendar year period on  
16 the prior column. The employee shall have been in paid status for at least 75% of the  
17 working days of his/her/their assignment in the one-year period to be credited with the  
18 year for column advancement purposes.

19 **Salary Increases**

20 Any confidential employee subject to promotion or reclassification approved by the Board  
21 of Trustees will be placed on the appropriate higher range for the classification and  
22 thereafter placed on the appropriate column, not lower than Step 2 unless currently on  
23 Step 1, so as to result in at least a five percent (5%) salary increase as compared to the  
24 prior range and column placement, exclusive of longevity increments and shift  
25 differentials. The confidential employee shall be credited with the period of time on the  
26 prior step in determining the six-month or one-year period necessary for advancement to  
27 the next column.

28 **Longevity Salary Increments**

29 Employees are required to render nine (9) years of service as Confidential employee to  
30 be eligible to move to the longevity step.

31 The confidential employee shall have been in fully-paid status for at least 75% of the  
32 working days in a year to be credited with the entire year of service. The longevity  
33 increment shall be effective on the immediate July 1 after completion of credited service  
34 as specified above.

35 Upon re-employment after a break in service, prior service for longevity purposes shall  
36 be credited to the employee if the break in service was less than 39 months and due to:  
37 approved leaves of absence, reduction in force, or abolishment of position. Credit for prior  
38 service shall not be granted toward longevity if the break in service was voluntary and not  
39 due to reasons stated above.

40 **Vacation**

41 Confidential employees earn vacation leave at the rate of 8.7 hours for each month of  
42 service. In addition, confidential employees who have rendered service in the District for  
43 four or more fiscal years shall earn eight additional hours of vacation leave per year for  
44 each additional fiscal year of service in the District to a maximum of 184.4 hours of  
45 vacation leave earned per year.

46 Confidential employees are allowed to accrue a maximum of twice their annual vacation  
47 leave allotment. Confidential employees' accrued vacation hours will be tabulated as of  
48 June 30 of each fiscal year. A Confidential employee with more than the maximum  
49 allowable amount of vacation leave as of June 30 of each year will have their future  
50 vacation accrual reduced proportionately.

51 **Vacation Buy Back**

52 Confidential employees will be allowed to sell back to the District up to a maximum of 75  
53 hours of vacation time per fiscal year (July 1 – June 30). The request to sell vacation time  
54 back to the District must be approved by the employee's manager, and final approval by  
55 the appropriate Vice President.

56 All other policies governing the utilization and/or payment of vacation leave for classified  
57 employees shall also apply to confidential employees.

58 **Bonus Vacation**

59 Confidential employees are eligible for bonus vacation hours based on accumulated sick  
60 leave hours as follows:

Accumulated Sick Leave Hours	Bonus Vacation Hours
192 - 383	8
384 - 575	16
576 - 767	24
768 - 959	32
960 or more	40

61 Credit for bonus vacation hours for each school year will be credited as of July 1 based  
62 on the accumulated sick leave as of the previous June 30. Such bonus credit shall not be  
63 pro-rated in fractions of hours.

64 **Extended Sick Leave**

65 Confidential employees are eligible for extended sick leave benefits in the amount of 50%  
66 of regular compensation for a maximum of 100 workdays. The 100 workdays of 50% pay

67 shall be available to employees after the exhaustion of all other paid sick leave, vacation,  
68 holidays, or other paid leaves. Only a single 100 workday period shall be allowed for any  
69 single and continuous absence for an illness or injury including one that extends into the  
70 next school year.

### 71 **Personal Holiday Benefit**

72 A total of sixteen (16) hours of personal holiday leave with pay may be taken each fiscal  
73 year by a confidential employee provided the employee gives the District a minimum of  
74 24 hours advance notice. This personal holiday leave is to be used in increments of not  
75 less than eight hours.

### 76 **Retiree Medical Insurance**

77 Retiree insurance programs shall be in accordance with federal and state laws and  
78 agreements for respective employee groups. Procedures for administration of approved  
79 retiree insurance programs shall be developed and implemented by the Vice President of  
80 Business Services through the Personnel Services Office and the District Business  
81 Services Office.

### 82 **Evaluations**

83 Confidential employees shall receive at least one (1) formal written performance rating  
84 on District-approved forms no later than June 30 each year.

85 Probationary confidential employees shall receive at least two (2) formal written  
86 performance ratings on District-approved forms during the probationary period of  
87 employment. The performance ratings shall be conducted on or about the end of the  
88 third and fifth months of the probationary period of employment.

89 A confidential employee may be evaluated by his/her/their immediate manager at any  
90 other time if exemplary or less than unsatisfactory service is performed. The rating  
91 forms shall be completed by the confidential employee's immediate manager prior to an  
92 evaluation conference between the employee and the immediate manager. The formal  
93 rating form shall contain information regarding the employee's performance based upon  
94 evaluation criteria established by the District.

### 95 **Layoff Provisions**

96 A confidential employee who is laid off from employment due to a lack-of-work or a lack-  
97 of-funds, which also includes any reduction in hours of employment or reduction of the  
98 work year, shall be eligible for the following:

- 99 a. Medical and dental benefits for ninety (90) days after the effective date of layoff.
- 100 b. Upon notification of layoff, confidential employees will be given a total of twelve  
101 (12) hours of released time from their assignments for employment interviews  
102 with other employers. A confidential employee must notify his/her supervisor at  
103 least one (1) day prior to an interview for the use of this released time.

- 104 c. Confidential employees laid off will be given first consideration for substitute  
105 employment in any class the District determines he/she/they meets the minimum  
106 qualifications for.
- 107 d. The District shall make good faith efforts to avoid layoffs by voluntary  
108 reassignments, voluntary transfers and voluntary retirements.
- 109 e. If two or more employees subject to layoff have equal seniority in a class, the  
110 determination as to whom will be laid off will be made on the basis of the earliest  
111 hire date in the class. If two or more employees have equal seniority, the  
112 determination will be made by lot.
- 113 f. The District will make every reasonable effort for confidential employees  
114 separated from service with the District due to layoff to receive payment of all  
115 earned salary and/or allowances on or about the employee's last day of paid  
116 service.

117 Office of Primary Responsibility: Vice President, Human Resources

118 See also AP 7230 titled Classified Employees.

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**Date Approved:** February 10, 2020

**Date Revised:** March 6, 2023

*(Replaces former Cerritos College Policies 7321, 7322, 7323, 7324, 7325, 7326, 7327, 7328, and 7329).*