

1 **ARTICLE 5: COMPENSATION**

2 A salary adjustment increase of 4.53% shall be applied to each range and step of the  
3 2006-2007 salary schedule utilized to compensate classified bargaining unit employees  
4 effective July 1, 2007. Should the District receive any increase in State funding for  
5 fiscal year 2007-2008 beyond the percentages contained in the January 2007  
6 Governor's proposed budget for community colleges, then the District shall negotiate an  
7 appropriate amount for bargaining unit employee compensation. The District agrees to  
8 pay eligible bargaining unit employees anniversary increments pursuant to Article 5.3 of  
9 the July 1, 2007 - June 30, 2010 District-CSEA, Chapter #161 Collective Bargaining  
10 Agreement.

11 5.1 **Initial Salary Placement**

12 New unit employees shall be placed on Step 1, unless otherwise authorized by  
13 the Board of Trustees, in the appropriate range for the position classification in  
14 accordance with Appendix B.

15 5.2 **Salary Computation**

16 5.2.1 Full-time unit employees shall be compensated on the basis of the  
17 monthly salary in the appropriate range for the position  
18 classification in accordance with Appendix B.

19 5.2.2 Part-time unit employees assigned to work less than forty (40)  
20 hours per week on a percentage basis of a full-time assignment  
21 shall be compensated on the basis of the percentage of the  
22 monthly salary in the appropriate range for the position  
23 classification in accordance with Appendix B.

24 5.2.3 Part-time unit employees assigned to work less than forty (40)  
25 hours per week on an hourly basis shall be compensated for each  
26 hour of service rendered at the hourly equivalent of the monthly  
27 salary range for the appropriate position classification in  
28 accordance with Appendix B. In determining the hourly equivalent  
29 from the monthly salary range, the divisor of 173.33 hours per  
30 month shall be utilized.

31 5.3 **Anniversary Increment — Full-Time and Part-Time Employees**

32 5.3.1 Unit employees (full-time and part-time) initially placed on Step 1 in  
33 accordance with the salary schedule in Appendix B shall be granted  
34 an anniversary increment to Step 2 after completion of six (6)  
35 months of fully paid status in the District. The anniversary  
36 increment shall be effective on the first day of the month following  
37 completion of the six (6) months as specified above.

38 5.3.2 Unit employees (full-time and part-time) placed on Step 2 in  
39 accordance with the salary schedule in Appendix B shall be granted  
40 by the District an anniversary increment advancement to Steps 3,  
41 4, and 5 after completion of each one (1) calendar year period on  
42 the prior step. Unit employees paid on a monthly salary basis shall  
43 have been in fully-paid status for at least seventy-five percent  
44 (75%) of the working days in the one (1) year period to be credited  
45 with the entire year. Seventy-five percent (75%) of the working  
days in the one (1) year period shall be defined as follows:

<u>Length of Annual Assignment</u>	<u>Number of Workdays</u>
10 months	165
11 months	181.5
12 months	198

Unit employees paid on an hourly rate basis shall have been in a fully paid status for at least seventy-five percent (75%) of the assigned hours in the one (1) year period to be credited with the entire year.

5.4 Longevity Increment — Full-Time and Part-Time Employees

- 5.4.1 After nine (9) consecutive years of credited service in the District, the unit employee's salary as provided in Appendix B shall be increased by an increment of five (5) percent.
- 5.4.2 After fourteen (14) consecutive years of credited service in the District, the unit employee's current salary shall be increased by an increment of five (5) percent.
- 5.4.3 After nineteen (19) consecutive years of credited service in the District, the unit employee's current salary shall be increased by an increment of five (5) percent.
- 5.4.4 After twenty-four (24) consecutive years of credited service in the District, the unit employee's current salary shall be increased by an increment of five (5) percent.
- 5.4.5 After twenty-nine (29) consecutive years of credited service in the District, the unit employee's current salary shall be increased by an increment of five (5) percent.
- 5.4.6 The unit employee paid on a monthly salary basis shall have been in a fully paid status for a minimum of seventy-five percent (75%) of the working days in a year to be credited with the entire year. The unit employee paid on an hourly rate basis shall have been in a fully paid status for a minimum of seventy-five percent (75%) of the assigned working hours in a year to be credited with the entire year. The longevity increment shall be effective on the first day of the month after completion of credited service as specified above. Seventy-five percent (75%) of the working days in a year shall be defined as follows:

<u>Length of Annual Assignment</u>	<u>Number of Workdays</u>
10 months	165
11 months	181.5
12 months	198

5.5 Differentials — Full-Time and Part-Time Employees

5.5.1 If a unit employee qualifies for a differential pursuant to Article 7: Hours of Employment, Sections 7.12.1 - 7.12.4, said employee's salary, as provided in Appendix B, shall be increased by a differential increment as follows:

5.5.1.1	Swing Shift	2.5%
5.5.1.2	Split Shift	2.5%
5.5.1.3	Graveyard Shift	5.0%
5.5.1.4	Weekend Shift	5.0%

1 5.5.2 If a bargaining unit employee qualifies for two (2) or more  
2 differentials pursuant to Sections 5.5.1.1, 5.5.1.2, 5.5.1.3, and  
3 5.5.1.4 above, said employee's salary as provided in Appendix B  
4 shall be increased by the sum of the differential increments  
5 specified above.

6 5.6 Salary Warrants

7 5.6.1 Bargaining unit employee's regular monthly salary warrants  
8 (excluding earned salary advances and special warrants) shall be  
9 itemized to indicate deductions and overtime.

10 5.7 Salary Warrant Frequency

11 5.7.1 Bargaining unit employees (full-time and part-time on a monthly  
12 salary basis) in paid status normally shall receive a salary warrant  
13 on the 10th and 25th day of each month. Hourly unit employees in  
14 paid status normally shall receive a salary warrant on the 10th day  
15 of each month, except unit employees employed in the  
16 classifications for Cafeteria Workers on the Salary Schedule in  
17 Appendix B, shall receive a salary warrant on or about the 10th and  
18 25th day of each month. If salary warrants are unavailable by the  
19 specified days, the warrants shall be issued as soon as  
20 administratively practicable.

21 5.8 Salary Warrant Errors

22 5.8.1 Whenever it is determined that a District error has been made in  
23 the calculation or reporting in any bargaining unit employee's  
24 payroll or in the payment of any bargaining unit employee's salary,  
25 the District shall provide the employee with a statement of the  
26 correction and a supplemental payment normally within five (5)  
27 working days of such determination. The employee shall provide  
28 written notification to the Payroll Department of any alleged errors.  
29 A salary warrant error resulting in an overpayment for a bargaining  
30 unit employee shall be corrected and a subsequent salary  
31 warrant(s) reduced accordingly after the District provides written  
32 notification to said employee.

33 5.9 Lost Salary Warrants

34 5.9.1 If a bargaining unit employee: 1) loses a salary warrant after  
35 receipt, b) fails to receive a salary warrant within ten (10) workdays  
36 of the date of mailing, or c) fails to cash a salary warrant within six  
37 (6) months of the issuance date, said employee shall immediately  
38 notify the Payroll Office and as soon as administratively practicable  
39 a new salary warrant shall be issued. The District shall charge said  
40 employee for the actual and necessary expense of reissuing a  
41 warrant in case of the loss of salary warrant or failure to cash a  
42 salary warrant within the time period specified above.

43 5.10 Promotion, Range Adjustment, and Reclassification

44 5.10.1 Any unit employee subject to promotion approved by the Board of  
45 Trustees shall be placed on the appropriate higher range and  
thereafter, placed on the appropriate step, not lower than Step 2  
(unless the employee is currently on Step 1), so as to result in at

1 least a five (5) percent salary increase as compared to the  
2 immediately prior range and step placement, exclusive of longevity  
3 increments and shift differentials.

4 5.10.2 Any unit employee subject to reclassification or salary range  
5 adjustment approved by the Board of Trustees shall be placed on  
6 the appropriate higher range on the same step as the prior step  
7 placement.

8 5.10.3 For anniversary increments pursuant to Section 5.3.2 an employee  
9 shall be credited with the period of time on the prior step in  
10 determining the one (1) calendar year period necessary for  
11 advancement to the next step.

12 5.11 Retroactive Salary Adjustment

13 If retroactive salary adjustments are agreed upon for either fiscal years 2007-  
14 2008, 2008-2009, or 2009-2010 pursuant to this Agreement, then it shall be  
15 issued to unit employees within forty-five (45) workdays of approval of said  
16 agreement by the Board of Trustees.

17 5.12 Working Out-of-Classification

18 Unit employees required to work in a higher classification, with prior approval of  
19 the unit employee's immediate manager, shall qualify for "out-of-class" pay, and  
20 have his/her salary adjusted upward for the entire period he/she is required to  
21 work out-of-classification, in accordance with the following provisions:

22 5.12.1 A full-time unit employee assigned to work on a Five Eight-Hour  
23 Day Workweek Schedule shall qualify for "out-of-class" pay if  
24 he/she is required to work in a higher classification assignment for  
25 five (5) or more workdays in a fifteen (15) calendar day period. For  
26 the purpose of determining eligibility for "out-of-class" pay only  
27 those workdays on which an employee renders a full eight hours of  
28 service, as scheduled for the assignment, shall be credited toward  
29 fulfillment of the five (5) or more workdays of service requirement  
30 as specified above.

31 5.12.2 A full-time unit employee assigned to work on an Alternate Work  
32 Schedule (i.e., Nine-Eighty Work Schedule, Four Ten-Hour Day  
33 Workweek, or Fluctuating Work Schedule) shall qualify for "out-of-  
34 class" pay if he/she is required to work in a higher classification  
35 assignment for forty (40) or more hours in a fifteen (15) calendar  
36 day period. For the purpose of determining eligibility for "out-of-  
37 class" pay only those hours of service rendered for a full workday,  
38 as scheduled for the assignment, shall be credited toward  
39 fulfillment of the forty (40) or more hours of service requirement as  
40 specified above.

41 5.12.3 A part-time unit employee shall qualify for "out-of-class" pay if  
42 he/she is required to work in a higher classification assignment for  
43 five (5) or more workdays in a fifteen (15) calendar day period. For  
44 the purpose of determining eligibility for "out-of-class" pay only  
45 those workdays on which an employee renders a full workday of  
service, as scheduled for the assignment, shall be credited toward

1 fulfillment of the five (5) or more workdays of service requirement  
2 as specified above.

3 5.12.4 Salary adjustment for "out-of-class" pay shall be an amount which  
4 reasonably reflects the duties required to be performed outside an  
5 employee's normal assigned duties. Salary shall be adjusted for  
6 only full workdays of service rendered during the period of the  
7 higher classification assignment, and such adjustment shall be  
8 made pursuant to the provisions of Article 5.10.1.

9 5.12.5 The CSEA President shall be provided a copy of the Employment  
10 Request form processed for a unit employee who is assigned to  
11 work out-of-classification under the provisions of this Article. The  
12 CSEA President shall also be provided a copy of any written  
13 communication which terminates such an assignment, except when  
14 the Employment Request form designates an ending date for the  
15 assignment, in which case the Employment Request form shall  
16 serve as said written notice.

17 5.12.6 The following provisions shall apply to working out-of-classification  
18 assignments, except for when a unit employee is substituting for a  
19 unit employee who is absent from his/her position:

20 5.12.6.1 After a unit employee has been assigned and has worked  
21 out-of-classification in a bargaining unit position for a  
22 continuous period of one calendar year, the District, upon  
23 written request by CSEA, will meet and negotiate the  
24 following options: (1) making a change to the position  
25 (job classification) for filling on a permanent basis; or (2)  
26 continuation of the unit employee in the out-of-  
27 classification assignment beyond the one-year period.

28 5.12.6.2 At any time during the period a unit employee is assigned  
29 to work out-of-classification in a bargaining unit position  
30 the District may: (1) announce, screen, and fill the  
31 vacant position (if the assignment is to temporarily  
32 perform duties of a vacant bargaining unit position);  
33 and/or (2) terminate the assignment.

34 5.12.6.3 CSEA and the District shall designate not more than two  
35 (2) representatives each to conduct any negotiations as  
36 specified in Article 5.12.6.1 above.

37 5.12.6.4 In the event that any negotiations between CSEA and the  
38 District, as specified in Article 5.12.6.1 above are not  
39 completed, the District may continue an employee  
40 working in any such assignment pending the completion  
41 of such negotiations.

42 5.12.6.5 In the event that a recruitment/selection process to fill a  
43 vacant position is not completed, the District may  
44 continue an employee working in any such assignment  
45 pending the completion of the recruitment/selection  
process for filling the position.

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5.12.7        The provisions as specified in Articles 5.12.5 and 5.12.6 above shall apply only to unit employees whose beginning date in an assignment to work out-of-classification in a bargaining unit position is January 1, 1999 or after.