

ARTICLE 11

WAGES

- 11.1 Application of Salary Schedule
- 11.1.1 Effective January 1, 2005 the salary schedules shall be increased by 2%.
- 11.1.2 Effective January 1, 2006 the salary schedules shall be increased 3.5%.
- 11.1.3 All bargaining unit employees hired after ratification of this agreement shall be assigned to a salary range equal to or above Range 14.
- 11.1.4 The District and CSEA agree that this unit shall receive the benefit of any more favorable compensation package which the District grants to, or unilaterally implements upon, any other bargaining unit or unrepresented group on a group-wide basis with respect to the duration of the contract.
- 11.2 Initial Placement
- 11.2.1 All new employees shall be appointed at the hiring rate for the class as approved by the District. The hiring rate shall be the first step of the schedule. A hiring step higher than the first step may be set by the District at any step of the schedule of the class.
- 11.2.2 District job announcements shall contain in bold print a statement indicating employees may be granted advance placement on the salary schedule.
- 11.3 Step Advancement
- 11.3.1 Upon entering employment on Step A, each regular classified employee, after satisfactory completion of the probationary period in a permanent position, shall advance to the next step on the appropriate range of the salary schedule. Thereafter, he/she shall advance one step on the salary schedule upon completion of each year of continuous and satisfactory service until the maximum salary is reached.
- 11.3.2 Upon entering employment on Step B or higher, each regular classified employee shall advance to the next step on the appropriate range of the salary schedule after the completion of one year of satisfactory service, and in one year increments thereafter, until the maximum salary is reached.
- 11.3.3 Salary advancement shall be computed only on the first of each calendar month. When an anniversary date falls on or before the 15th of the month, the increment shall be figured on the first of the month. When the anniversary date falls after the 15th of the month, the increment shall be figured the first of the following month.
- 11.4 Salary on Promotion
- 11.4.1 When an employee is promoted to a position in a higher salary range, he/she shall receive the next higher dollar amount above his/her present rate of pay, but not less than the minimum of the new salary range. If that amount is less than a one-step (5%) increase, the employee shall be placed at the next higher step over that authorized above.
- 11.4.2 An employee promoted shall advance one step after satisfactory completion of a six-month probationary period. Thereafter, he/she shall receive regular annual salary increments in accordance with 11.3.

11.5 Shift Differential Pay

- 11.5.1 When an employee is assigned to a regular position requiring four hours or more of service after 5:00 p.m., he/she shall be paid at a rate 5% higher than the rate for daytime employees in that class.
- 11.5.2 When an employee is assigned to a regular position requiring four hours or more of service after 12:00 midnight, he/she shall be paid at a rate 10% higher than the rate for daytime employees in that class.
- 11.5.3 Employees assigned to night work on a continuous basis, who are ordered to temporary daytime work, shall suffer no reduction in compensation by reason of the change. On the 21st working day, the employee shall revert to the daytime rate.
- 11.5.4 When an employee in the bargaining unit is assigned to a regular position with a split-shift schedule which requires one or more unpaid periods where total unpaid time exceeds three (3) hours per day, the employee shall receive a pay differential of an additional two-range increase (5%) above his/her regular rate on the salary schedule. The split shift differential shall not be paid to an employee receiving differentials as stated in 11.5.1 and 11.5.2.

11.6 Longevity Increments

- 11.6.1 Each regular classified employee shall receive a two-range increase (5%) upon completion of five (5) years of satisfactory and continuous service. This increase will become effective at the beginning of the sixth year.
- 11.6.2 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of ten (10) years of satisfactory and continuous service. This increase will become effective at the beginning of the eleventh year.
- 11.6.3 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of fifteen (15) years of satisfactory and continuous service. This increase will become effective at the beginning of the sixteenth year.
- 11.6.4 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of twenty (20) years of satisfactory and continuous service. This increase shall become effective at the beginning of the twenty-first year.
- 11.6.5 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of twenty-five (25) years of satisfactory and continuous service. This increase will become effective at the beginning of the twenty-sixth year.
- 11.6.6 Each regular classified employee shall receive an additional two-range increase (5%) upon completion of thirty (30) years of satisfactory and continuous service. This increase will become effective at the beginning of the thirty-first year.

11.7 Work out of Classification

- 11.7.1 **Definition:**
When an employee is required by the District to perform duties assigned to a classification at a higher salary range than that assigned to his/her current classification for a period of more than five (5) working days within a fifteen-calendar day period, the employee's salary shall be adjusted upward to the extent of the assumption of higher level duties for the entire period he/she is required to work out of classification. Working out of classification assignment shall not exceed a period of ninety (90) working days per fiscal year.

11.7.2 Process:
All requests for working out of classification pay shall be submitted to the Personnel Commission with a copy to the Office of Human Resources. Within thirty (30) working days from receipt of a request for working out of classification pay, the Personnel Commission will notify the employee and the District of the status of the request or whether the request has been granted or denied. In the event the Personnel Commission denies a request for working out of classification pay, the Personnel Commission will provide the employee with the reason(s) for the denial.

11.7.3 Compensation:
a. In the event that an employee is assigned duties at a higher classification as defined above and those duties make up at least fifty percent (50%) of the employee's daily assignments, the employee salary shall be adjusted as set forth in Section 11.4.1.
b. If those duties make up less than fifty percent (50%) of the employee's daily assignment, the District shall pay the employee equal to one half (1/2) of the stipend that would have been paid under sub division a (above).

11.8 Miscellaneous Provisions

11.8.1 Any employee in the bargaining unit who is required by his/her supervisor to use his/her vehicle for college business shall be reimbursed at the same rate paid to other District employees and approved by the District Board.

11.8.2 Any District employee required to wear a uniform shall be reimbursed for the cost of the uniform and maintenance of the uniform.

11.8.3 Cost of uniform cleaning for campus police and parking security officers will be pro-rated at the rate of \$50.00 per month and paid as part of the monthly payroll.

11.8.4 The District agrees to provide the full cost of any medical, psychological, or psychiatric examination required by the District. However, if reimbursement is available to the employees under provisions of the health benefits plan, the District shall not be obligated for any payment covered by the health plan.

11.8.5 The District agrees to provide liability insurance as required by the California Education Code.

11.8.6 The District and the Association will consult prior to change in the rates for classified staff parking or substantial changes to the classified parking at the College.

11.8.7 The District and the Association agree to participate in all aspects of planning for Child Care for employees. Representatives from the bargaining units and all areas of the campus will be appointed to the Task Force to consider all facets of Child Care.

11.9 Special Skills Differential Pay

11.9.1 An employee assigned to a regular position designated by the District requiring the use of stenography who meets the proficiency standards required by the District, shall receive a pay differential of an additional two-range increase (5%) above his/her regular rate on the salary schedule.

- 11.9.2 An employee assigned to a regular position designated by the District requiring bilingual or multi-lingual skills consisting of speaking and interpreting one or more foreign languages who meets the proficiency standards required by the District, shall receive a pay differential of \$25 above his/her regular monthly rate on the salary schedule.
- 11.9.3 An employee assigned to a regular position designated by the District as requiring bilingual or multi-lingual skills consisting of speaking, reading and writing one or more foreign languages who meets the proficiency standards required by the District, shall receive a pay differential of \$35 above his/her regular monthly rate on the salary schedule.
- 11.9.4 The special skills differential shall be pro-rated for part time employees according to the number of hours per week of the regular assignment.

11.10 Educational Pay Differential

11.10.1 General Policy: In order to encourage active participation on the part of the permanent classified employees of the District in upgrading their skills, knowledge, and abilities through continued education, the District will provide an educational pay differential for successful completion of approved educational training as specified in 11.10.2 through 11.10.3. The educational training must directly relate to the employee's job definition as described in the job specification except for the educational training for degrees listed in Article 11.10.3.1 through 11.10.3.3.

11.10.2 Requirements

- 11.10.2.1 In order to be approved for an educational pay differential (1), the employee must have a satisfactory evaluation; (2) at least one-half of the educational training must be completed during the current employment of the employee and must be above and beyond the certificate, degree, or license requirement(s) which are all or part of the training and experience of the employee's present position; (3) the certificate or degree must be granted by an institution approved by the American Council on Education; and (4) the professional license must be granted by an authorized licensing board of the State of California.
- 11.10.2.2 Employees will receive one educational pay differential based on the completion of the most recent certificate, degree or license held as of October 1, 1984. The educational pay differential shall be pro-rated for part-time employees according to the number of hours per week of their regular assignment.
- 11.10.2.3 No employee shall retain an awarded educational pay differential as specified in 11.10.2 through 11.10.3 upon a change of position to a non-related job classification, except for differentials awarded for degrees listed in 11.10.3.1 through 11.10.3.3.
- 11.10.2.4 Upon receipt of a degree, certificate or license, the employee must submit a request accompanied by an official transcript or license to the District's Office of Human Resources for approval and verification by October 1. If approved, the educational pay differentials shall be effective commencing on the following November 1, pay period.
- 11.10.2.5 If approval is denied, a committee shall be appointed upon the employee's request to review whether an employee's degree, certificate, or license is directly related to the employee's job definition. The decision of this committee is final and cannot be appealed through the grievance procedure.

The committee shall consist of four persons, each serving a minimum of two-year terms: two persons appointed by the Association and two persons appointed by the Vice President, Human Resources. The Director of Campus Personnel shall serve as the advisor and shall schedule meetings.

11.10.3 Degrees, Certificates, Licenses

11.10.3.1 Associate of Arts/Science Degree

Each permanent employee shall receive a 1.5% differential above his/her regular rate of pay on the salary schedule upon receipt of an Associate of Arts/Science degree.

11.10.3.2 Bachelor of Arts/Science Degree

Each permanent employee shall receive a 1.5% differential above his/her regular rate of pay on the salary schedule upon receipt of a Bachelor of Arts/Science degree.

11.10.3.3 Master of Arts/Science Degree

Each permanent employee shall receive a 1.5% differential above his/her regular rate of pay on the salary schedule upon receipt of a Master of Arts/Science degree.

11.10.3.4 Educational Certificate

Each permanent employee shall receive a .75% differential above his/her regular rate of pay on the salary schedule upon receipt of a certificate of completion of a certificate program requiring a minimum of 20 semester units or 30 quarter units in a job-related field. Certificates which require less than 20 semester or 30 quarter units shall be reimbursed on a pro-rata basis. The differential pay for an educational certificate shall terminate upon receipt of a degree with a major in the same field.

11.10.3.5 Professional License

Each permanent employee shall receive a .75% differential above his/her regular rate of pay on the salary schedule upon receipt of a professional license requiring a minimum of 60 hours of training or experience in a job related field. Professional licenses which require less than 60 hours of training or experience shall be reimbursed on a pro-rata basis.

11.10.3.6 An employee may receive an educational pay differential for no more than one Associate of Arts or Science degree, no more than one Bachelor of Arts/Science degree, or no more than one Master of Arts/Science degree.

11.10.3.7 An employee may receive educational pay differentials for no more than a combination of any two of the following: educational certificates, professional licenses, or degrees.

11.11 Professional Growth

11.11.1 In accord with the following provisions, permanent employees in the bargaining unit may apply for and receive reimbursement of tuition, registration, and/or cost of books or materials for classes, conferences or workshops taken during the employee's non-work hours. This provision is in addition to AB1725 funds.

11.11.2 General Provisions

All classes, conferences, or workshops for which an employee may be reimbursed, shall be directly related to the employee's current classification or an approved classification within the same job family of the employee's current classification or an approved classification for which an apprentice position exists. The employee shall apply for reimbursement with his/her immediate supervisor on the approved request form not later than three weeks prior to the commencement of the class, conference, or workshop. Reimbursement shall be limited to a maximum of \$500.00 per employee in one fiscal year.

11.11.3 Eligibility

In order to be eligible for reimbursement, the employee must have been an employee of the District for not less than one year. An employee who is reimbursed under these provisions shall not be eligible for reimbursement again for a period of one full year thereafter. An employee under disciplinary or an overall work improvement notice may apply if the request is directly related to the stated job improvements cited in the notice.

11.11.4 Approval

To receive reimbursement, an employee must receive the approval of his/her immediate supervisor, department/ division head, and the Superintendent and President or his/her designee.

11.11.5 Orientation and Employee Recognition

The District shall establish a committee with CSEA to develop a new employee orientation plan, and a CSEA (Education Code Section 88270) recognition plan. An amount not to exceed \$2,000 shall be allocated for these purposes annually.

11.11.6 Maximum Costs/Expiration of Provision

The District shall separately budget \$7,500 for each fiscal year for purposes of professional growth under this Section.

11.12 Salary on Reclassification

When an employee is reclassified to a classification with either a higher or lower salary range, the employee shall be placed on the new salary range at the employee's current salary step.

11.13 Salary on Demotion

When an employee is demoted to a lower classification, the employee will be placed on the lower salary range at the employee's current salary step. In the event that an employee voluntarily accepts a demotion, except in lieu of layoff, the employee's salary schedule placement shall be y-rated until such time as the annual y-rated salary of the employee is equal to or lower than the employee's placement at the appropriate range and step assigned to the employee's actual classification.

11.14 Error in Salary

Whenever it is determined by the District that an error has been made in the calculation or reporting in any bargaining unit employee's salary, the District shall, within five (5) working days following such determination, correct the error and provide the employee with a supplemental pay warrant for any amount owed to the employee.