

**ARTICLE 8
COMPENSATION**

8.1 The salary schedule (which currently reflects the additional 0.8% salary increase from the contingency language in 2006-07) shall be increased by an additional three percent (3%) for 2007-08, effective January 1, 2008. In addition, contract unit members employed in November and December 2007 (not currently hourly employees) will receive a one-time stipend of nine hundred and fifty dollars (\$950) in December 2007.

8.1.1 Salary schedule changes negotiated in this contract will be made payable for all unit members in active paid status on the date this agreement is ratified, and those retirees who became inactive after June 30th, to be paid up to the date of retirement. All other pay practices will become effective on the first of the month following the ratification date.

8.2 **Shift Differential:** The swing differential payment shall be five percent (5%) and the graveyard shift differential payment shall be eight percent (8%) for eligible employees.

Shifts are defined as follows: When three (3) hours or more of the assigned time of work falls within the designated hours of:

8.2.1 Swing Shift 4:00 p.m. - 12:00 midnight

8.2.2 Graveyard Shift 12:00 midnight - 8:00 a.m. (includes one-half (1/2) hour lunch period)

8.2.3 An assigned split-shift of work is considered a swing shift for purposes of this section only.

The differential percentage shall be applied to the salary that would otherwise be paid to the employee only when the employee's assignment falls within the defined differential periods listed above, and shall be applicable to authorized vacation and sick leave absences from such assignments.

8.3 Established parking fees or alternate bus pass fees for bargaining unit members will be covered by the College as a compensation item for the term of this contract.

8.4 The District agrees to pay the cost of any examination, or yearly or periodic license fee in an employee's job description, excluding a standard California driver's license.

8.5 **Bilingual/Biliterate Pay:**

8.5.1 **Bilingual Pay:** An additional sixty-cents (60¢) per hour over the regular hourly rate shall be paid for positions designated as desiring or requiring bilingual skills if the person occupying the position is certified by the Human Resources Department to have such skills.

- 8.5.2 **Biliterate Pay**: An additional one dollar (\$1.00) over the regular hourly rate shall be paid for positions designated as desiring or requiring bilingual and biliterate skills if the person occupying the position is certified by the Human Resources Department to have such skills.
- 8.6 **Asbestos Removal Premium**: The District will provide an 8% premium for maintenance and operations workers engaged in the removal of asbestos material. This applies to work approved in advance and to hours actually worked removing asbestos.
- 8.7 **Professional Growth Program**: Employees shall be eligible to receive Professional Growth awards pursuant to the Professional Growth Program (Appendix C to this Agreement).
- 8.8 **Longevity**: The District agrees to compensate long service employees with a longevity increment as follows:
- 8.8.1 Five percent (5%) of their base salary after ten (10) years (120 working months) of service. This becomes the adjusted base salary. Definition of base salary: appropriate range and step of salary schedule placement.
- 8.8.2 An additional five percent (5%) of their adjusted base salary after fifteen (15) years (180 working months) of service.
- 8.8.3 An additional one (1) percent is payable after the next one (1) year (192 working months) of service. This becomes the adjusted base salary. An additional one (1) percent is payable each additional twelve (12) months of service thereafter.
- 8.9 **Anniversary Date**: The anniversary date of a new employee who has participated in the recruitment/ selection process for a regular contract position shall be the first day of the month of employment, except that when the first day of employment is on the 12th day of the month or later, the anniversary day shall be the first day of the month following the date of hire.
- 8.9.1 **Leave Replacement**: The anniversary date of an employee who participated in the recruitment/ selection process both for the leave assignment and for the same position if the regular employee does not return from leave, shall be the first day of the month of original date of hire as a leave replacement, in accordance with Section 8.9 above, if there has been no break in service. Such employee shall serve a six (6) month probationary period starting on the anniversary date that the employee was hired as a leave replacement. This section specifically excludes:
- 8.9.1.1 Hourly employees hired in a short-term status, not a regular contract position at the time of hire.

8.9.1.2 Hourly employees hired in a short-term status who did not participate in the regular recruitment/ selection process.

8.9.1.3 Hourly employees hired in short-term status in a half-time position through the above process if the same position becomes full-time at the time of recruitment.

8.10 **Promotion, Reclassification or Demotion:** When an employee changes status due to promotion, reclassification or demotion, the regular employee shall retain his/her original anniversary date.

8.11 **Status Upon Rehire:** A permanent classified employee who voluntarily resigns from his/her permanent classified position may be rehired, upon recommendation by the President and at the sole discretion of the governing board, within 39 months after his/her last day of paid service and without further competitive examination, to a position in his/her former classification or lower classification in which the employee formerly had permanent status. The President/Governing Board may elect to exercise the above to apply to classifications that have evolved from eliminated classifications. If the Governing Board elects to rehire a person as a permanent employee under this section, it shall disregard the break in service and, except for restoration of hours in class previously accrued, classify the employee as, and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is rehired.

8.12 **Working Out of Classification:** The term “work out of classification” is defined as a management authorized assignment to a higher level position on a temporary basis where a significant number of duties are performed by an employee in a lower level classification. All such assignments must be made and authorized in writing by management. Classified employees shall not be required to perform duties, which are inconsistent with the job description as set forth in Section 10.1 through 10.4 of this contract. An employee assigned by management to work in a higher classification shall receive the rate of pay of the higher classification for all time worked in that classification.

Work out of classification will be assigned to employees qualified to perform the work in the higher classification. The assignment of out-of-classification work is at the discretion of the District. In making such assignments the following factors shall be considered: employee consent, seniority (District hire date), prior job performance and qualifications.

Assignments out-of-classification shall not exceed ninety (90) working days. At the end of the ninety (90) day period, if the need still exists, the assignment shall be offered to another qualified employee, if any. If the same employee continues to serve in the same out of class assignment beyond ninety (90) working days, the District shall provide a statement of reasons to the Union as to why another employee was not offered the job.

- 8.12.1 Compensation for an employee required to work out of classification will be at the first step of the higher range or at a step within that range which will provide at least a five percent (5%) increase over his/her regular salary if the first step does not represent at least a five percent (5%) increase.
- 8.12.2 An employee assigned to work out of classification for one full month or more shall receive all of the rights, benefits, and burdens of the position as if that employee were the incumbent.
- 8.12.3 All work out of classification assignments are temporary and shall not be made to fill regular position vacancies except during that period required to accomplish recruitment and selection processes. Working out of classification will generally be for the purpose of vacation/leave replacement and during the recruitment and selection process for vacant positions.
- 8.12.4 When an employee is directed to perform a significant number of duties of a higher level classification for a minimum of five cumulative working days, the employee shall be paid in accordance with Article 8.1 for all work performed at the higher level until the higher level duties are removed. All such assignments must be made and authorized in writing by management.
- 8.12.5 Nothing in this section shall prohibit any in-service training or professional development programs, properly identified as such, from establishing training stations or positions that are specifically designed to assist the upward movement of employees, providing that no employee shall be required to participate in such a program without his/her express consent. In as much as the inclusion of the preceding sections of this Article that refer to personnel policy and procedures are duplicated or revised from the existing Classified Employees Handbook, the parties agree that, upon adoption of this Agreement, the Classified Employees Handbook shall be deemed null and void.