

ARTICLE VIII  
SALARY

8.1 A 6.23 increase will be applied to the salary schedule effective July 1, 2007.

A 6% increase will be applied to the salary schedule effective July 1, 2008 unless the Union decides to allocate a portion of this increase to raise the contribution cap described in Section 11.4.

The District and the Union agree to re-open this section effective July 1, 2009. SEIU may allocate a portion of any negotiated increase to raise the contribution cap described in Section 11.4.

8.2 Employees covered by this Agreement who have sufficient continuous service with the District to qualify for longevity pay shall be compensated effective July 1, 2007 as follows: The percentage shall apply to Step 1 of Classified Salary Schedule #250.

Years of Service	10-14	15-19	20-24	25-29	30+
Yearly Amount	1.19%	2.37%	3.56%	4.75%	5.93%

8.3 Employees covered by this Agreement shall be paid once per month, on or before the last regularly scheduled working day of the month.

8.4 Any error in payroll computation resulting in insufficient payment to an employee covered by this Agreement shall be corrected, as soon as practicable, but not later than five (5) working days from notification.

8.5 If a pay check for any employee covered by this Agreement is lost for at least seven (7) days after issuance, such pay check shall be replaced upon notification.

8.6 Any employee covered by this Agreement who receives a promotion to a classification with a higher salary schedule shall have his/her salary adjusted to an appropriate step and range of the new classification in accordance with Personnel Commission Rules.

8.7 To accrue seniority or service credit in any month for the purpose of longevity pay or any other benefits provided by this Agreement, an employee must be in paid status for at least half of his/her regularly-scheduled working days in such month. Employees who are employed on the basis of ten (10) or eleven (11) months per year shall otherwise be treated as twelve (12)-month employees for determination of anniversary dates. Seasonal employees will accrue service and seniority for movement across the salary schedule, longevity or any other benefits provided by the Agreement based on days in paid status during any fiscal year. Movement across the salary schedule after completion of the probationary period will occur the first day of the month after completion of one hundred twenty six (126) days of paid service. Movement across the salary schedule thereafter will occur annually on the first day of the month after completion of one (1) year of paid service of two hundred fifty two (252) days.

8.8 Working Out Of Classification

Supervisors are responsible for ensuring that employees' duties are consistent with their job specifications. In the event a supervisor temporarily assigns duties in a higher classification, the supervisor shall put such assignment in writing and indicate the duties

and the length of the assignment. If the assignment is for more than five (5) working days within a fifteen (15) calendar day period, the employee shall be eligible for an adjustment on the sixth (6<sup>th</sup>) day. The employee will be placed on the first step of the higher classification to which he/she was assigned or the step in the higher classification that assures him/her of a one (1) step increase in pay during the period during which he/she works out-of-classification. In no instance shall an employee be assigned out-of-class for more than ninety (90) working days without the position being filled through Merit System procedures. Any employee who works out-of-class must meet the minimum qualifications of the classification in which he/she is temporarily assigned, per Personnel Commission Rule 299.

If a classified employee perceives she/he is performing duties outside of his/her classification for a period of more than five (5) days he/she shall notify his/her immediate supervisor and District Human Resources Department, in writing, of these duties on a district-provided form on or before the sixth (6<sup>th</sup>) day after the employee perceives he/she is working out of classification.

There shall be no change in the employee's Step Date while working out of class.

#### 8.9 Classification Review

The Classification Review committee will consist of the Vice Presidents of Business Services (3), the Supervisor of Employment and Personnel, the Vice Chancellor, Business Services, and a classified representative from each college and the District Administrative Center. This committee will review requests for individual desk audits for members of the classified service under the scope of representation of S.E.I.U. The Supervisor of Employment and Personnel will vote only in cases of ties. All recommendations of the committee will be forwarded to the Associate Vice Chancellor, Human Resources for review and further action.

Action by the Associate Vice Chancellor, Human Resources will occur within thirty (30) days of receipt. This is a standing committee to review on-going requests for reclassification only, not for general district-wide classification studies.

8.10 A classified employee who is assigned lead functions or supervisory responsibilities for a specific operating unit for a temporary period of time shall have his/her pay adjusted by the equivalent of two (2) steps on the salary schedule of the existing range for the duration of the assignment of duties. The assignment of these functions shall be at the discretion of the District. The assignment will not exceed ninety (90) working days or the length of extended absence of an employee, whichever is longer. Notice of availability of lead assignments will be posted within the department for five (5) working days. All interested employees within the department will be interviewed by the responsible supervisor. Assignment of these functions on a permanent basis will be done within the provisions of the Personnel Commission rules.

8.11 a. Classified employees whose positions are assigned a bilingual differential by the Governing Board will be paid a 2.9% differential to their base pay.

- b. Classified employees whose positions are assigned a pesticide applicator's differential by the Governing Board will be paid a 5.8% differential to their base pay.
- c. Community College Police Officers will be paid a 5.8% differential for field training officer responsibilities for the period of time they act in that capacity.