

## **ARTICLE VII: PAY AND ALLOWANCES**

### **7.1 Definitions**

- 7.1.1 Base pay refers to the position's allocated range and the employee's current step placement. The range and step are published on the CSEA salary schedule.
- 7.1.2 Incentive pay refers to educational incentives and longevity. The calculation order of incentive pay is as follows:
  - 7.1.2.1 Educational incentive pay is applied to an employee's base pay.
  - 7.1.2.2 Longevity pay is applied to the sum of the employee's base pay plus any educational incentives and shift differential. Longevity pay is adjusted upward or downward with changes to an employee's base pay, and/or, educational incentive pay, and/or shift differential.
- 7.1.3 Other compensation refers to shift differential pay, out of classification pay, or inconsistent duties pay.
  - 7.1.3.1 Shift differentials are applied to the sum of the employee's base pay plus educational incentive pursuant to Article 6.8.
  - 7.1.3.2 Inconsistent duty is applied pursuant to Article 7.2.4.
  - 7.1.3.3 Out-of-classification pay is applied pursuant to Article 7.2.5

### **7.2 Salaries**

- 7.2.1 Effective July 1, 2010, should the College District receive a cost of living adjustment (COLA) applied to the general fund revenue limit income as determined by the State Annual Budget Act, the College District and CSEA shall enter into negotiations.

The following provisions apply for academic years 2023-2024, 2024-2025, and 2025-2026 and are non-precedent setting:

- 7.2.1.1 An increase of 4% shall be applied to the CSEA Classified Bargaining Unit Salary Schedule retroactive to January 1, 2024. This provision applies to individuals who are employed during the 2023-2024 academic year, except for any involuntary separations.
- 7.2.1.2 An increase of 4% minus any remaining deficit factor applied by the State of California to the 8.22% state funded COLA of 2023-2024, as reported on or before the Spring 2025 "recalculation" (expected to occur by February 2025), shall be applied to the CSEA Classified Bargaining Unit Salary Schedule, retroactive to July 1, 2024. If there is a percentage deficit factor remaining after the Spring 2025 recalculation, as soon as any portion of it is realized by the District, it shall automatically be applied to the CSEA Bargaining Unit Salary Schedule, retroactive to July 1, 2024. This provision applies to individuals who are employed as of the increase effective date(s), except for any involuntary separations.
- 7.2.1.3 Realized State funded COLA for 2024-2025 shall automatically

be applied to the CSEA Classified Bargaining Unit Salary Schedule, retroactive to July 1, 2024. This provision applies to individuals who are employed as of the increase effective date, except for any involuntary separations.

7.2.1.4 An increase of 1% shall be applied to the CSEA Classified Bargaining Unit Salary Schedule, effective July 1, 2025. This provision applies to individuals who are employed as of the increased effective date, except for any involuntary separations.

7.2.1.5 State funded COLA for 2025-2026 shall be applied to the newly increased (see Article 7.2.1.4) CSEA Classified Bargaining Unit Salary Schedule, effective July 1, 2025. If there is no state funded COLA (i.e. 0%), then salary negotiations shall remain closed for 2025.

7.2.2 Effective July 1, 2014, all employees who have been employed fifteen (15) years shall receive a longevity increase of 3.5% added to their base pay. Employees who have been employed for twenty (20) years shall receive an additional longevity increase of 3.5% (for a total of 7%) added to their base pay. Employees who have been employed for twenty-five (25) years shall receive an additional longevity increase of 3.5% (for a total of 10.5%) added to their base pay. Effective July 1, 2019, employees who have been employed thirty (30) years shall receive a longevity increase of 3.5% (for a total of 14%) added to their base pay. The aforementioned longevity salary increases will be effective the first of the month following completion of the 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> year of service.

7.2.3 **Initial Salary Placement** - Persons hired into positions under this collective bargaining agreement will normally be placed in Step 1 of the appropriate salary range or their classification. The Assistant Superintendent/Vice President for Human Resources (or designee) may authorize placement at Step 2 or 3 of the appropriate range based on a new employee's work experience, and education beyond the minimum qualifications, current salary, and other such relevant factors.

7.2.3.1 **Promotional Salary Placement** – Effective July 1, 2023, employees hired into promotional (higher salary range) positions under this collective bargaining agreement, shall be placed at a step of the new range which reflects a minimum ten percent (10%) increase in the employee's base salary. If the salary placement does not amount to ten percent (10%) increase, the employee will be placed at the maximum step of the new salary range.

7.2.4 Effective July 1, 2023, compensation for inconsistent duties shall be calculated ten (10%) in the employee's base pay for the entire period the employee is performing inconsistent duties.

7.2.5 Effective July 1, 2023, compensation for out-of-class shall be paid at the step of the higher classification which is at least ten (10%) greater than the bargaining unit members base pay. If no step of the higher classification results in at least a ten (10%) increase the bargaining unit member shall receive the difference between the highest step in the higher classification and the ten (10%) increase for the period that they work out-of-classification.

7.2.6 If any other represented Bargaining Unit receives a greater percentage

compensation increase or greater dollar health and welfare benefit increase, the CSEA Bargaining Unit will receive the same increase.

7.2.7 Effective July 1, 2023, compensation for those employees who are reclassified pursuant to the College Districts reclassification and classification process shall be calculated at the nearest salary range step which reflects a minimum increase of ten (10%) in the employees present base pay.

7.2.8 **Linguistic Stipend** - Bargaining Unit employees who are employed in a position that the College District has designated that specialized linguistic skills are required as a condition of employment shall receive additional compensation of fifty dollars (\$50.00) per month for each month of service in that position. This shall apply to the incumbent of all positions for which the College District designated that these skills are required. The College District shall reserve the right to determine those positions for which specialized linguistic skills are required. No employee shall be required to perform specialized linguistic skills except those who occupy designated positions which require specialized linguistic skills.

7.3 **Frequency - Once Monthly** - All employees in the Bargaining Unit shall be paid once per month in accordance with a schedule established by the College District.

7.4 **Payroll Adjustment** - In accordance with Education Code Section 88166, whenever it is determined an error has been made in the calculation or reporting in any Bargaining Unit employee's payroll or in the payment of any classified employee's salary the College District shall, within ten (10) workdays following such determination, provide the Bargaining Unit Member with a statement of the correction and a supplemental check, if applicable. The error determination process will include calculation of the over or underpayment and will conclude once consensus has been reached between the bargaining unit employee or CSEA and the College District on the calculation of the error.

There is a three (3)-year statute of limitation for the College District to be reimbursed for compensation errors which result in the overpayment to an employee. The College District shall notify the bargaining unit employee or CSEA to negotiate the terms of repayment. There is a four (4) year statute of limitation for compensation errors which result in the underpayment of an employee.

7.5 **Mileage** - An employee in the Bargaining Unit with written authorization to use their vehicle on College District business shall be reimbursed at the currently approved Internal Revenue Code rate.

7.6 **Meals** - Any employee in the Bargaining Unit who, as a result of a work assignment, must have meals away from the College District, shall be reimbursed in accordance with Board Policy and Administrative Procedure 7400 "Travel."

7.7 **Lodging** - An employee in the Bargaining Unit, who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the College District for the full cost of such lodging in accordance with Board Policy and Administrative Procedure 7400 "Travel."

7.8 **Reimbursement** - Employees entitled to reimbursement for miles, meals and lodging shall have the approved amount payable in a separate warrant drawn against the College District funds within twenty (20) working days from the approval by the Governing Board or of submission of the claims by the employee, whichever comes first.

7.9 **Posting of Notice** - Posting of all Bargaining Unit open positions shall be listed on the Human Resources website; detailed job announcements may be obtained from the Human Resources Office.

7.10 **Notice Contents** - The job vacancy notice shall include: the job title; the assigned job site; the number of hours per week and months per year assigned to the position; the salary range; and the deadline for filing to fill the vacancy.

7.11 In accordance with provisions of Education Code 88003, the College District has the right to employ substitute and short-term employees, employed and paid for less than seventy-five percent (75%) of a college year. These employees shall not be part of the Classified service.

“Substitute employee” means any person employed to replace any Classified employee who is temporarily absent from duty. In addition, if the College District is engaged in a procedure to hire a permanent employee to fill a vacancy in that Classified position, the Governing Board may fill the vacancy through the employment for not more than sixty (60) calendar days of one or more substitute employees. In the event that a vacancy is not filled within sixty (60) calendar days, the College District and the Association may agree to continue to fill the vacancy with one (1) or more substitute employees without the substitute employee(s) becoming part of the Classified service. The College District may request an extension of the sixty-day (60) limit to one hundred twenty (120) days on a case-by-case basis.

“Short-term employee” means any person who is employed to perform a service for the College District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

“Seventy-five percent (75%) of a college year” means one-hundred ninety five (195) working days, including holidays, sick leave, vacation, and other leaves of absences irrespective of the number of hours worked per day.

Employment of either full-time or part-time students in any college work study or in a work experience education program shall not result in the displacement of Classified personnel. Additionally, no contracting out of work performed by Bargaining Unit employees shall result in the layoff of existing Classified personnel.

The College District and CSEA shall review the number of substitute and short-term employees by June 30 of each college year.

7.12 **Filing** - An employee in the Bargaining Unit may file for the vacancy by notifying the Human Resources Office within the filing period.

7.13 The College District shall not act in an arbitrary and capricious manner in filling Bargaining Unit positions that are considered to be a promotion. The College District and the Association agree that when a Bargaining Unit position is vacant and the College District wishes to change the hours, months of service or classification of the vacant position, it shall first consult with the Association. If, through the consultation process, the College District and the Association fail to agree upon the proposed changes, the following procedure shall be implemented:

7.13.1 A proposed change shall be submitted to a bilateral committee composed of three (3) members appointed by the College District and three (3) members appointed by the Association.

7.13.2 The committee's chairmanship shall be rotated between CSEA and College District members on an alternating schedule.

7.13.3 The committee shall be empowered to review the proposed change, and by a majority vote of the entire membership of the committee, shall reach a decision regarding any implementation.

- 7.13.4 The committee shall be required to render its decision within fifteen (15) calendar days from date of the first consultation meeting between the College District and the Association. There must be contained within the fifteen (15) day period a minimum of five (5) scheduled working days.
- 7.13.5 The College District shall have the responsibility for convening the committee. The agenda, limited to one (1) item, shall be prepared by CSEA. The meeting shall be held on the College campus during regular working hours, or at a time agreed to by all committee members.
- 7.13.6 The decision of the committee shall be binding upon both parties and not grievable under the grievance provisions of this Agreement.
- 7.13.7 If the committee fails to reach a majority opinion, the College District and Association agree to alternately have the right to break the tie regarding the subject under consideration. The Association shall have the first right to exercise the option.
- 7.13.8 This provision does not restrict the College District's right to eliminate existing positions or create new positions, nor the Association's right to negotiate the effects of such actions.
- 7.14 **Seniority** – Seniority shall be based upon the initial hire date in a bargaining unit classification. When two or more-Unit Members are in the same classification with the same date of hire, the Unit Member with more time in the College District shall be considered more senior.
- 7.15 Effective July 1, 2023, the College District agrees to participate in the California Summer Saver Program (Assembly Bill 1691) through April 30, 2024.