

TENTATIVE AGREEMENT

Article 7 PAY AND ALLOWANCES

§ 7.1 Rate of Pay

§ 7.1.1 ~~A salary COLA of 4.3% effective July 1, 2006~~ 3% salary COLA for 2005-06 effective July 1, 2005.

§ 7.1.2 If any other employee group receives a salary increase based on a percent increase of total salary package that is materially greater than 4.3% for fiscal year 06/07, the parties will reopen negotiations for 06/07 on the sole subject of whether and how to address any material compensation settlement difference that may have arisen ~~2% salary COLA effective July 1, 2006 (after this increment, the remaining amount of the 3.7% "difference" is 0%).~~

§ 7.1.3 ~~0.48% salary COLA to take effect July 1, 2006 subject to salary redirects in Article 5.6.2 and 9.1.3c. (This 0.48% COLA eliminates the 04/05 COLA disparity).~~

§ 7.1.4 ~~1.518% salary COLA effective July 1, 2006, subject to the following conditions:~~

a. ~~that the State COLA is at least 5.18%, and~~

b. ~~that the SRJC portion of equalization is at least \$1.25 million, and~~

c. ~~that either 1) by P2 2006-07, SRJC reports 1% enrollment growth over 2005-06, or 2) that SRJC receives equalization or other funds in the State Budget in addition to the COLA of 5.18% and \$1.25 million equalization sufficient to set aside \$1 million to fund growth in 2007-08.~~

§ 7.1.5 ~~The District will grant paid time off (PTO) for FY 2005-2006 equivalent to 2.00% of an employee's FTE, but this PTO will need to be taken between July 1, 2006 and June 30, 2007 or it will be lost.~~

§ 7.1.6 ~~PTO under this proposal will be based on an employee's FTE as of June 30 prior to the fiscal year it will be taken in. For example, the PTO for FY 2005-2006 is 2.00%. A full-time employee (260 days – 2080 hours) as of June 30, 2006 would receive 42 hours (2080 x 2.00%) of additional, paid time off (rounded to the nearest hour) to be taken between July 1, 2006 and June 30, 2007 or it will be lost.~~

§ 7.1.7 ~~For employees who are: part time, working less than 1.0 FTE, working less than 12 months, on a Board approved Paid Leave of Absence, the~~

District will grant pro-rated PTO to reflect the employee's permanent FTE as of June 30 prior to the fiscal year in which it will be taken.

~~§ 7.1.8~~ — Employees will choose when the entitled hours of PTO will be taken as mutually agreed upon with their supervisor according to the vacation provisions of the current contract between SEIU and the District.

~~§ 7.1.9~~ — Any exceptions or deviations from the procedure described in 7.1.8 above will be subject to the approval of the supervisor, the Director of Human Resources, and SEIU President or designee.

~~§ 7.1.10~~ — If an employee terminates employment with the District prior to full utilization of PTO as described in this proposal, there will be no cash value for any unused hours.

§ 7.1.11 Any retroactive salary increases will apply to any employee who worked during the retroactive period including those employees who retired during the retroactive period.

~~§ 7.1.12~~ — Both parties acknowledge that, in 2006-07 negotiations, further discussion of potential salary and benefit adjustments may occur. Topics for discussion in 2006-07 may include but are not limited to any additional funding resources that may become available, such as State Budget 2006-07 resources being greater than assumed and ending fund balances being greater than budgeted.

Agreed to: _____, 2007

FOR THE DISTRICT'S TEAM:

FOR THE SIEU, LOCAL 1021 TEAM:

Karen Furukawa
Director, Human Resources

Tom Drumm
Field Representative