**SIDELETTER BETWEEN THE**

**SAN DIEGO COMMUNITY COLLEGE DISTRICT AND**

**AFT GUILD CLASSIFIED PROFESSIONALS BARGAINING UNIT**

The parties agree to modify the classified professionals collective bargaining agreement as detailed below as soon as resources can be identified through the collective bargaining process to implement these changes. Since it is unknown at what date sufficient resources may be available in order to effect these changes, this sideletter shall not have an expiration date.

5.14 Overtime and Compensatory Time ~~for Office/Technical & Food Services Classifications~~

5.14.2 Rate of Compensation

When Saturday is not a regularly scheduled workday, Saturday work in excess of eight hours shall be paid at two times the normal rate of pay.

A unit member who is required to work thirty (30) hours or more overtime in any one (1) month, shall be paid or given compensating time off, at the rate of double time for those hours in excess of thirty (30) hours.

A unit member who is required to work overtime on a District recognized holiday, will be paid or given compensating time off, at the rate of three and three quarters (3.75) times the employee’s regular rate of pay for all overtime hours worked.

~~5.15 Overtime, Compensatory Time, and Holiday Pay for Maintenance & Operations Classifications~~

 ~~Overtime is defined as authorized time in excess of eight (8) hours in any one day and in excess of forty (40) hours worked in a week. All overtime worked shall require approval by the appropriate supervisor and method of compensation; i.e., payment or compensatory time off shall be mutually agreed upon prior to the actual time being worked.~~

~~5.15.1 Time and one-half (1-1/2) will be earned for hours worked in excess of the workday as defined above.~~

~~5.15.2 A unit member who is required to work thirty (30) hours or more overtime in any one (1) month, shall be paid or given compensating time off, at the rate of double time for those hours in excess of thirty (30) hours.~~

~~5.15.3 Saturdays in excess of eight hours shall be paid at two times the normal rate of pay (when Saturday is not a regularly scheduled workday). All time on Sunday in excess of forty (40) hours per week will be paid at two times the normal rate of pay.~~

~~5.15.4 A unit member who is required to work on a District-recognized holiday shall be paid or given compensating time off, at the rate of two and one-half (2-1/2) times their regular rate of pay.~~

~~5.15.5 A unit member who is required to work overtime as defined above, on a District recognized holiday, will be paid or given compensating time off, at the rate of three and three quarters (3.75) times the employee’s regular rate of pay for all overtime hours worked.~~

~~5.15.6 A unit member who is required to work on a District-recognized holiday shall be guaranteed a minimum of four (4) hours work.~~

~~5.15.7 A unit member cannot accrue more than two hundred forty (240) hours of compensatory time. Any overtime which is worked for compensatory time off which exceeds this limit shall be compensated in cash payment until the compensatory time balance has been reduced. Compensatory time must be used within sixty (60) calendar days, and within three hundred sixty-five (365) calendar days for the athletic trainers.~~

~~5.15.8 The District agrees to make every reasonable effort to rotate overtime among unit members who request to be included in the overtime rotation within classification at a site.~~

6.8 Promotion

 Any unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure a minimum of an approximately ten percent (10%) ~~for the Office/Technical classifications and Food Service classifications, five percent (5%) for the Maintenance & Operations classifications~~ increase as a result of that promotion, not to exceed the top step of the range to which the unit member is promoted. The step placement will be made based on the rates in effect on the date the promotion is effective.

6.9 Shift Differential Compensation ~~for the Office/Technical and Food Services Classifications~~

6.9.1 ~~A unit member who works less than a five percent (5%) shift and is temporarily reassigned to work for four (4) or more additional days of shift for a calendar month, shall be entitled to a one percent (1%) salary differential for each of those days.~~

~~6.10 Shift Differential Compensation for Maintenance & Operations Classifications~~

 ~~6.10.1 Any unit member covered by this Agreement assigned to work a regular, continuing shift of eight (8) hours or more in any one (1) workday in which one-half (1/2) or more of the shift is worked before 8:00 a.m. or after 6:00 p.m. shall be entitled to a 1% (one percent) salary differential for each regularly scheduled day within the workweek to a maximum of five percent (5%) of the monthly salary.~~

 ~~6.10.2 Any unit member covered by this Agreement and not covered by 6.10.1 above, and assigned to work a regular, continuing shift of eight (8) hours or more in any one (1) workday in which one-half (1/2) or more of the shift is worked before 10:00 a.m., shall be entitled to a 4% (four percent) salary differential for each regularly scheduled day within the workweek to a maximum of two percent (2%) of the monthly salary~~.

~~6.10.3 Any unit member covered by this Agreement assigned to work a regular, continuing schedule of eight (8) hours per day, in which one-half (1/2) or more of the shift is worked between 10:00 p.m. and 4:00 a.m. shall be entitled to 1.5 percent salary differential for each regularly scheduled day within the workweek to a maximum of seven and one-half percent (7.5%) of the monthly salary and have a one-half (1/2) hour luncheon break included within the eight (8) hour shift.~~

~~6.10.4 Unit members covered by this Agreement who are transferred on a short-term basis to a non-shift assignment shall continue to receive shift differential pay. For purposes of calculating shift differential, short-term is defined as five (5) workdays, of any combination of shift differential assignments, within any pay period.~~

~~6.10.5 Any unit member transferred to a non-shift assignment for twenty (20) continuous working days or less shall continue to receive shift differential pay for that twenty (20) or less period of time. Any unit member transferred to a non-shift assignment of duration greater than twenty (20) continuous working days shall cease receiving shift differential pay effective the first day of the non-shift differential assignment.~~

6.18 Safety Glasses ~~for the Maintenance & Operations Classifications~~

 The District will pay ~~the difference between~~ for ~~the vision plan reimbursement and~~ the cost for basic prescription safety glasses and frames excluding optional features for unit members eligible under the vision plan when the unit member also uses ~~her/his~~ their safety glasses for everyday wear. The lenses and frame shall conform to the basic ANSI Z 87.1 requirements.

6.19 Work Boot Allowance ~~for the Maintenance & Operations Classifications~~

10.3 Vacation Allowance

 10.3.1 During the first (1st) through fourth (4th) years of continuous service, the rate shall be ~~8.0~~ 10.66 hours per month (~~12~~ 16 days per year).

 10.3.2 During the fifth (5th) through the tenth (10th) year: ~~11.33~~ 12.66 hours per month (~~17~~ 19 days per year).

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Will Surbrook, Vice Chancellor Jim Mahler, President

Human Resources AFT Guild, Local 1931

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_