

SEIU Proposal – 5/25/2022  
District Counter – 10/20/2022  
SEIU Counter – 10/28/2022  
District Counter – 2/24/2023

## Unit B - ARTICLE XIII

### WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS AND CERTAIN SALARY PRACTICES

#### 1.0 – 5.0 – Current Contract Language

##### 6.0 — Lead and/or training differential

Any bargaining unit member performing lead duties and/or training other employees shall receive a 5% differential for all hours worked in such capacity. A leader assignment for any one employee shall not exceed nineteen (19) working days in duration. Lead assignments are voluntary shall be rotated and based on classification and then district seniority

6.0 Special Education Assistant Differential: For Special Education Assistants assigned to provide additional behavioral intervention support duties to a specific student(s) through the IEP process (as defined by the District), a 5.5% differential will be provided during the period of the assignment.

6-0-7.0 Salary Placement: Entry level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the hourly rate established for the classification, unless the District authorizes accelerated hiring at a higher rate.

7-0-8.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of 130 days in paid status in regular assignment(s) in the class, and to higher steps in subsequent years in the numbered pay period corresponding to the pay period of the last advancement providing the employee completed 130 days in paid status in the interim period. For purposes of this Section, 130 days shall be defined as 130 times the employee's average number of assigned hours per day.

7-1 8.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

- a. Limited term assignments in the same, equal, or higher class;
- b. In the event of demotion following promotion to a regular position, time spent in a higher class; and
- c. Time spent on industrial injury/illness, military, Peace Corps, Red Cross, or Merchant Marine leaves.

8-0 9.0 Salary Placement upon Promotion or Reclassification: Upon promotion or

reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least 2.75 percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of 130 days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.

~~9.0~~ 10.0 Reimbursement for Mileage Expenses: Employees who are required to use their personal vehicles for District business shall be reimbursed at the Internal Revenue Service established standard business rate for such usage for all miles driven in District service.

~~10.0~~ 11.0 Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

11.0 12.0 Payroll Errors:

~~11.1~~ 12.1 Off-Cycle Pay Warrant: A permanent regular employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, or payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee's work location. The request will be processed and a warrant made available for pick-up within (3) work days unless employee requests that the warrant be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least fifty percent (50%) of their normal net pay, the employee may request that an Off-Cycle Pay Warrant be made available for pick-up within one (1) work day unless employee requests that the warrant be mailed.

a. An Off-Cycle Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to Payroll Administration.

c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

~~11.2~~ 12.2 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article V shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such over-payment from the employee's subsequent salary payments. The District may allow the affected employee to establish a reasonable method of repayment with Payroll

Administration.

~~12-0~~13.0 Longevity Increment: All unit members who have completed the required years of district service as defined below, shall be eligible to receive a longevity increment.

~~12-1~~13.1 The longevity increment shall become effective on the first day of the second ~~Special~~ School Month following completion of the qualifying number of years of service.

~~12-2~~13.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

~~12-3~~13.3 The longevity increment shall be part of the employee's basic wage of the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

~~12-4~~13.4 The longevity increment schedule for years of qualifying District service shall be:

\$ .15625 per hour after 10 years  
\$ .18750 per hour after 15 years  
\$ .21875 per hour after 20 years  
\$ .25000 per hour after 25 years  
\$ .28125 per hour after 30 years

~~13-0~~14.0 The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.