6 **Salaries**

6.1 Salary schedules ~~and appropriate stipends~~ will be 2.0%, **~~12.0%~~** effective ~~May 1, 2006~~ **July 1 2022 (~~January 1, 2022~~)**. ~~The increase compensation will be provided to currently active employees who are present members of the bargaining unit.~~ **~~The District shall provide the cost-of-living increase provided to Superintendent Aguilar for the 2021-2022 school year. For fiscal years 2020-2021, and 2022-2023 the District shall provide an equal or higher increase to SEIU-represented employees as provided to SCTA and other unrepresented/represented employees.~~**

In the event another bargaining unit receives a salary schedule increase greater than 2% the District shall grant this bargaining unit the same total percentage.

$1,000 ~~3,500~~ One-time Stipend for 2020-2021: In addition, every current employee on paid status, represented by SEIU employed in the District as of the date of the final approval and ratification of this agreement by both parties **~~for the duration of the 2020-2021 school year~~** will receive a one-time stipend for the 2020-2021 school year. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement by both parties.

$1,500 ~~3,500~~ One-time Stipend for 2021-2022: In addition, every current employee on paid status, represented by SEIU employed in the District as of the date of the final approval and ratification of this agreement by both parties **~~for the duration of the 2021-2022 school year~~** will receive a one-time stipend for the 2021-2022 school year. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement by both parties.

$2,000 ~~3,500~~ One-time Stipend for 2022-2023: In addition, any current employee on paid status and new employees who are hired on or before January 1, 2023 **and for the duration of the 2022-2023 school year** will receive a one-time stipend for the 2022-2023 school year. This stipend will be paid June 30, 2023.

$2,000 Retention Stipend for Bus Drivers for 2021-2022:
All current Bus Drivers on paid status, in the SEIU bargaining unit for the 2021-2022 school year. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement by both parties.

$2,000 Recruitment and Signing Bonus for 2022-2023: Bus Driver Training
Any new Bus Driver position **~~or any current Bus Driver~~** who has completed the Sacramento City Unified School District training program and is in the SEIU bargaining unit for the 2022-2023 school year and on or before October 31, 2022, will be eligible for a $2,000 signing bonus. In order to receive the signing bonus, the employee must provide service to the District for the entire 2022-

2023 school year and the signing bonus will be paid on June 30, 2023. ~~**in two payments: $1,000 on January 30, 2023 and June 30, 2023**~~.

$2,000 Recruitment and Signing Bonus: Bus Driver Referral
Any current employee who refers a new Bus Driver who provides service to the District for the 2022-2023 school year will receive a $2,000 signing bonus that will be paid on June 30, 2023. ~~**in two payments: $1,000 on January 30, 2023 and June 30, 2023**~~.

$5000 Recruitment and Signing Bonus: Fully Licensed
Any new fully licensed employee hired into the Bus Driver position in the SEIU bargaining unit for the 2022-2023 school year and on or before October 31, ~~September 15,~~ 2022, will be eligible for a $5,000 signing bonus. In order to receive the signing bonus, the employee must provide service to the District for the entire 2022-2023 school year and the signing bonus will be paid on June 30, 2023. ~~**in two payments: $2,500 on January 30, 2023 and June 30, 2023**~~.

All stipends and payments referenced above will be subject to all applicable State and Federal statutory taxes, unemployment insurance, worker's compensation and STRS or PERS.

Special Salary Adjustment committee, the district will meet with the Union within 90 days of ratification by both parties to discuss the ability to retain and recruit Bus Drivers.

Class and Compensation Study
The District commits to conducting a comprehensive classification and compensation study for all classifications in the SEIU Unit, working jointly with SEIU in the following manner:

- **Within thirty (30) days of Board adoption of this Agreement, a joint work group shall be established.**
- **The joint work group shall consists of members from SEIU, administrators, and Human Resources staff.**
- **The majority of the joint work group shall be SEIU appointees.**
- **The District shall contract with EMS or CPS HR Consulting to perform a class and compensation study to be completed and released to the Union no later than six (6) months prior to the expiration of the contract. ~~September 30, 2022.~~**

The joint work group shall work out the specific implementation terms of the class/ comp study, including but not limited to:

- **Identify and mutually agree to the jurisdictions of comparable size to be studied;**
- **Identifying comparable positions for purposes of conducting a salary survey;**
- **Identifying benchmark positions;**
- ~~**Implementing the results of the class/ comp study; Any classification lower than 2.5% of the market median will be brought up above the median.**~~
- ~~**Training plan for classified staff based on results of the class/ comp study.**~~

~~**The results of the classification/ compensation study shall be implemented effective March 1, 2023.**~~

6.1.1 Retroactive pay checks for permanent and probationary employees shall be issued no later than 90 days of the full ratification of a salary increase.

6.1.2 Step increases will continue during the term of this agreement.

6.1.3

~~a. For the 2016-2017~~ **2022-2023** ~~year, the SEIU salary schedule(s) will increase by 2.0%~~ **6.0%** ~~effective January 1, 2017~~ **July 1, 2022**

~~b. For the 2017-2018 school year, the SEIU salary schedule(s) will increase by 2.0% effective July 1, 2017.~~

~~c. For the 2018-2019~~ **2023-2024** ~~school year, the SEIU salary schedule(s) will increase by 3.5%~~ **6.0%** ~~effective July 1, 2018.~~ **2023**

~~**d. For the 2024-2025 school year, the SEIU salary schedules(s) will increase by 6.0% effective July 1, 2024.**~~

~~[…..]~~

6.2 **Salary Schedule Exhibits**

6.2.1 ~~Salary schedules for the Office-Technical, Aides - Paraprofessional, and Operations-Support Services Units and the procedures for placement and movement on the schedules shall be added as Appendix A and become a part of this contract.~~

~~6.2.2 All employees in Job Class Code 073700 IA, Child Development shall be increased by 1 Range above the current, in addition to any other salary increases bargained in recognition of the additional qualifications and certificates they are required to achieve and maintain.~~

6.2.3 ~~All employees in Job Class Code 956800 Occupational Therapist shall receive a salary increase of 10% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.~~

~~All employees in Job Class Code 051600 Buyer II shall receive a salary increase of 6% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.~~

~~All employees in Job Class Code 956000 Network Specialist I shall receive a salary increase of 2% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review. The District shall maintain the current percentage increase between Network Specialist I and Network Specialist II.~~

~~The District shall contract with a third party to perform a class and compensation study to be completed and released to the Union no later than 6 months prior to expiration of this Agreement. The parties shall mutually agree to the jurisdictions studied and the third party vendor selected to perform the study.~~

6.2.4 ~~All current 5 hours' bus drivers shall be increased to 6 hours upon ratification of this agreement. All newly hired bus drivers will be 6 hours.~~ The District shall maintain **50** ~~30~~ percent of drivers at 8 hours

6.3 **Longevity Pay**

Employees shall receive longevity pay based on the following years of continuous service:

Effective ~~**January 1, 2022**~~ ~~June 1, 2008~~ January 1, 2023, a **$1030** ~~**(+30%)**~~ ~~$792~~ annual stipend after completion of 10, 16, 19, 22, and 25 years of credited services. ~~**All employees, regardless of hours worked, shall receive the same stipend amount.**~~

~~Building trades maintenance employees shall receive longevity pay of 27 cents per hour.~~

6.4 **Compensation for Holidays Worked**

6.4.1 If a regular eligible employee is required by a supervisor to work on a holiday, the employee will be paid for the holiday in accordance with 2.1 above. In addition, such employee shall be paid at the rate of time and one-half (1-1/2) for each hour ~~he/she~~ **they** work~~s~~ on the holiday. An employee who is paid overtime for working on a holiday will not receive an additional day off.

6.4.2 When an employee is required to work both a holiday and an in-lieu of day, the employee will be paid at the holiday rate for both days.

6.4.3 When employees are required to work on any of the holidays listed in this Article, above, or on Saturdays and Sundays, which are their regular days off,

they shall be paid a minimum of four (4) hours overtime at a rate of time and one-half (1-1/2).

6.5 **Shift Differential**

6.5.1 Second shift shall be any shift in which the employees regularly assigned hours end between 9:00 p.m. and 2:00 a.m. Employees who are assigned to the second shift shall receive a pay differential of five percent (5%) of their regular rate.

6.5.2 Third shift shall be any shift in which the employees regularly assigned hours end between 2:01 a.m. and 8:00 a.m. Employees who are assigned to the third shift shall receive a pay differential of eight and one-half percent (8.5%) of their regular rate.

6.5.3 An employee receiving shift differential compensation shall not lose such compensation if ~~he/she~~ **they are** ~~is~~ temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.6 **Working Out-of-Class Pay**

6.6.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the classification unless the duties reasonably relate to those fixed for the classification by the Board of Education, provided in this section and section 6.7.

6.6.2 An employee may be required to perform duties not fixed nor reasonably related to those fixed for ~~his/her~~ **their** classification as provided in this section and section 6.7.

6.6.3 When an employee is temporarily required to perform duties which are not fixed nor reasonably related to those fixed for ~~his/her~~ their classification for more than three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class as follows:

a. If the duties are exclusive duties of ~~an~~ any existing higher classification or those duties listed under "distinguishing characteristics" of a job description, the employee's pay shall be adjusted upward to that step in the pay range established for the higher classification which shall provide~~s~~ at least a five percent (5%) increase, **whichever is highest**;

b. When an employee performs duties outside of their classification and the duties do not exist in any other ~~higher~~ classification, then the employee's pay shall be increased by five percent (5%).

~~6.6.4 No employee shall be required to work out of class more than sixty (60) working days within a calendar year.~~

6.6.5 The District shall make every effort to make any opportunity to work out of class available to all unit members within a classification based on seniority.

Working out of class will be distributed as equally as feasible among employees who are in the same classification and *who meet the qualifications of the job description for which the out of classification work is being performed.* ~~**who have the ability to do the work.**~~

6.7 **Classification Review Procedure**

6.7.1 When an employee believes that ~~he/she~~ **they** ~~is~~ **are** being assigned or assumes duties on a regular, rather than temporary basis which are not fixed nor reasonably related to the duties of ~~his/her~~ **their** classification, ~~he/she~~ **they** shall notify ~~his/her~~ **their** supervisor, in writing, that ~~he/she~~ **they are** ~~is~~ being required to perform such duties. ~~Upon~~ **Within ~~30 10~~ 15 working days of** proper notification, the supervisor shall consult with the employee in order to reach a mutually agreeable understanding and resolution of the employee's concerns.~~—~~A resolution may **~~shall~~** include, ~~but is not limited to~~, 1) a discontinuance of certain duties, 2) working out-of-class pay~~,~~, 3) a request through administrative channels by the supervisor to reclassify the position, and/or~~–~~4) an agreement that the specified duties are not out-of-class. The supervisor shall provide the employee with a written decision within ten **~~five~~** (10**~~5~~**) working days after the consultation.

If the employee is not satisfied with the decision of his/her supervisor, he/she may initiate the formal classification review procedure, as outlined below. A Request for Classification Review must be submitted within the school year the employee received the written decision under this section. A Request for Classification Review may only be used to seek reclassification to an existing classification within the District at the time of the Request.

6.7.1.1 A Request for Classification Review may only be used to seek re-classification to an existing classification within the District at the time of the request**.**

6.7.1.2 If an employee seeks reclassification into a non-existing classification, that request shall be made in writing and forwarded by the Union to the Associate Superintendent of Human Resource Services.

If it is determined that a new classification is warranted, the requirements of Article 1.7 shall be followed.

6.7.2 Classification Review Procedure -- Formal

Employees who have received a written decision under section 6.7.1 may petition for a review of an employee's classification through submission of a "Request for Classification Review" form to the Human Resources Office. Requests for Classification Review may be submitted at any time during the school year, however, they will only be processed on a first come basis from September 15 through March 15 each school year.

The "Request for Classification Review" form shall be designed and agreed upon by the District and the Union. Any changes in the Request for Classification Review form shall be mutually agreed upon between the District and the Union.

6.7.2.1 Classification Review Board

Properly completed and timely filed "Request for Classification Review" forms will be screened by the Classification Review Board. The Classification Review Board must consider individual "Request for Classification Review" forms on their own merits; however, nothing shall preclude the District from directing the Classification Review Board to review an entire classification(s) or from grouping similar requests into one review process. The Classification Review Board shall meet and review the employee's request no later than thirty (30) working days after receipt of the Request for Classification Review form by the Classified Personnel Services Office. The Classification Review Board hearing(s) shall be held during normal working hours.

a. Classification Review Board Composition

The classification Review Board shall be comprised of five (5) members as follows:

(1) The Associate Superintendent, Human Resources, or designee, who shall serve as chairperson, and who shall vote if there is a tie.

(2) Two **~~Three~~** classified non-management employees appointed by the Union. Whenever possible, these should be from the employee's classification and the classification to which the employee is requesting reclassification.

(3) One management employee appointed by the Associate Superintendent, Human Resources, or designee, which should, whenever possible, be a supervisor or management employee who supervises employee(s) in the employee's classification; and

~~(4) One supervisor or management employee who supervises employee(s) in a classification comparable to that which the employee is requesting reclassification.~~

b. Purpose

The purpose of the Classification Review Board shall be to evaluate requests to determine if there exists sufficient justification to warrant a full study of the position. Decisions shall be made by majority vote. In evaluating requests for review, the Classification Review Board shall be guided in making its decision by the following considerations:

(1) The actual level and nature of the duties and responsibilities the employee is regularly required to perform which are not fixed and prescribed for the classification nor reasonably related to those duties of the classification.

(2) How the employee came to be assigned duties and responsibilities not covered by his or her present classification specifications (e.g., an expansion in the functions of the school

or office, or possession by the employee of special skills or abilities).

(3) When the position was last studied.

(4) A comparison of the employee's actual duties with the duties shown on the employee's classification specification.

(5) Information given by the employee (e.g., the Request for Classification Review) and/or the employee's supervisor to the Board upon request of the Board.

(6) The duties and responsibilities of the classification into which the employee believes ~~he/she~~ **they** should be classified.

c. Classification Review Board Decisions

Decisions of the Classification Review Board to accept or deny the request for full study **shall be final and not** ~~is~~ subject to Article 18. The final decision of the Board shall be forwarded in writing to the employee within five (5) working days of the Classification Review Board's final hearing on the matter.

6.7.2.2 Classification Review - Full Study Procedure

Requests that are accepted by the Classification Review Board for a full classification review study shall be forwarded by the chairperson of the Classification Review Board to the Director, Human Resources, or designee, who shall arrange for a full study classification review. The full study shall be completed within thirty (30) working days.

A full classification review study shall include:

a. Interviews with the employee, the employee's immediate supervisor, and persons serving in similar positions;

b. A review of the employee's Request for Classification Review form;

c. A classification study desk audit;

d. A review of the employee's class specification and the class specification of the position for which the employee is seeking reclassification; and

e. A review of all other related and relevant class specifications and/or information as determined by the Director of Human Resources.

6.7.2.3 The completed classification review study shall be forwarded to the chairperson of the Classification Review Board. The completed classification review study may recommend: (1) that the employee(s) be reclassified into an existing position; or (2) that no reclassification is justified (i.e., that the employee is not performing duties of an existing classification). The Classification Review Board shall, after reviewing the completed classification study, render a decision within fifteen (15) working days of receipt of the

completed study. The Board's decision shall be by a majority vote and shall be either to

(1) Recommend the reclassification to an existing position; or

(2) Deny the reclassification.

(3) If the reclassification is denied, because the board determined the out of class duties do not fit into an existing classification, then the union may submit a written request for placement into a non-existing job classification to the Associate Superintendent of Human Resources in accordance with 6.7.1.2

6.7.2.4 Recommendations of the Classification Review Board to approve reclassification shall be forwarded to the Board of Education for final review. If approved by the Board of Education the reclassification shall become effective upon the date the employee submitted the Request for Classification Review form to the Human Resources Office.

6.7.2.5 If the decision of the Classification Review Board is to deny the reclassification, the decision is final and not subject to the Article 18.

6.7.3 Employee Representation

An employee may elect to be represented at any point during the classification review process by a representative of ~~his/her~~ their choice.

6.7.4 Nothing in this section shall preclude the District from upwardly reclassifying employees administratively. The Union shall be notified in writing of all reclassifications.

6.8 **Legal Proceedings in Regard to District Business**

Employees who are actively at work and who are required to appear in court or a legal proceeding as a direct result of the performance of their duties, or as a result of witnessing an event while performing their normal work duties, which later requires presence before a court of law shall be provided released time without loss in pay or additional compensation at the appropriate rate with a minimum of four (4) hours if the appearance is outside the employee's regular workday.

6.9 **Call Back Pay**

6.9.1 An employee who is required to return to duty after leaving such duty station at the end of the employee's day shall be afforded the opportunity to work for a minimum of two (2) hours if work is available, or alternately, will be guaranteed compensation for two (2) hours at the appropriate rate of pay.

6.9.2 If the employee is required to return to work on a Saturday, Sunday or holiday, the employee will be afforded the opportunity to work for a minimum of four (4) hours if work is available, or alternately, will be guaranteed compensation for four (4) hours at the employee's appropriate pay rate.

6.9.3 **Salary Schedule Placement for Summer Assignment**

All nine, ten, and eleven-month permanent employees who work temporarily or, on a per diem payroll during the summer or intercession in another job class than the one that they are permanently assigned to, after six (6) years in a classification shall be placed on the second step in salary. The following three (3) years to be placed on the third step in salary, with no further step movement.

6.10 **Compensation for Overtime**

An employee who works authorized overtime shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay. Shift and longevity differentials and in-service growth salary regularly received by the employee shall be included in determining his/her regular rate of pay.

6.10.1 **Time Off in Lieu of Overtime**

Employees offered overtime work will be compensated overtime pay or compensatory time. The option of compensating an employee with time off in lieu of overtime payment shall be mutually discussed between the employee and supervisor. If no agreement is reached, the District shall compensate the employee at the appropriate rate of pay. Employees receiving compensatory time off shall receive such compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked.

6.10.2 Employees receiving compensatory time off shall receive such compensatory time at the rate of one-half (1-1/2) hours of compensatory time for each hour worked. If compensatory time off is taken in lieu of cash compensation, the accumulated compensatory time off shall be used within twelve (12) calendar months. If there is a balance of compensatory time after twelve (12) months have passed, the remaining compensatory time will be paid to the employee.

6.10.3 Upon transfer of an employee, any compensatory time will be transferred with the employee.

6.10.4 It is understood that compensatory time off provisions of this Agreement shall incorporate all provisions of law and appropriate regulations.

6.10.5 In the event that a unit member is terminated for any reason including voluntary or involuntary termination, retirement, or death, the unit member shall be paid for accumulated compensatory time at either the average regular rate received by the unit member during the last three (3) years of employment, or the final rate of pay whichever is higher.

6.11 **Career Lattice for Instructional Aides**

Procedures and regulations governing placement and movement on the career lattice are:

6.11.1 Eligible Employees

All regular classified employees serving in a classification listed below are eligible to move on the career lattice. Employees serving in substitute and/or temporary positions are not eligible to move on the career lattice and shall only be hired at the instructional aide level.

6.11.2 Classification and Training Requirements for Classes Included on the Career Lattice

The career lattice for aides includes the following classifications:

Job Title	Training Requirements	Experience Requirements
Instructional Aide	NCLB Requirement	One Year
Instructional Assistant I	+ 30 College Units NCLB Requirement	One Year
Instructional Assistant II	60 College Units NCLB Requirement	Served 75% of the school year as Instr Asst I
Teacher Associate	90 College Units NCLB Requirement	Served 75% of the school year as Instr Asst II

The parties agree to add Teacher Assistant Bilingual I and II to the Teacher Candidate Program.

For an employee to be eligible for the "teacher candidate" classification, the employee must meet the following conditions:

a. The employee must have served as teacher associate or teacher assistant bilingual II for the preceding two (2) years at least 75% of the days schools were in session, grades K-12.

b. The employee must have completed a minimum of 120 acceptable college units as defined in Section 11.5.1 of this Article.

c. The employee must show proof of current enrollment in subjects leading to a bachelor's degree and/or teaching credential, in an institution which awards a bachelor's degree and teaching credential.

d. An employee may hold the position of "teacher candidate" for not more than six (6) school semesters or three (3) consecutive years. An employee with the title "teacher candidate" shall revert to the position of teacher associate at the end of said six (6) school semesters or

three (3) years if not assigned to another classified or certificated position before that time limitation expires.

e. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District an amount calculated to be the difference between the teacher associate, teacher assistant Bilingual II, and teacher candidate salaries.

f. An employee may be designated as "teacher candidate" for only one three-year period term during their employment within the District.

g. "Teacher candidate" shall be placed on Range 44**,** of the salary schedule for classified non-management personnel.

h. The District agrees to pay the health benefit premiums for a period of up to two (2) semesters for "teacher candidates" who are participating in an approved student teaching program. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District the exact amount contributed by the District toward his/her health benefit premiums.

6.11.3 Placement on the Career Lattice

6.11.3.1 At the time of initial appointment to a regular aide position on the career lattice, the Classified Personnel Services Department will evaluate an employee's educational training to determine proper class placement with the limitation that no employee may be placed higher than the instructional assistant I level. Employees who meet the 10th grade training requirement, pass High School Proficiency Test and who have completed less than thirty (30) approved college units shall be placed in the instructional aide classification. Employees who have completed thirty (30) or more approved college units before the first day of required service shall be placed in the instructional assistant I classification.

6.11.3.2 When an employee is reassigned to a class on the career lattice, and the employee has been serving in a classification not on the career lattice which includes classroom duties and responsibilities (i.e., school community worker, teacher assistant-bilingual), the time served in the prior classification shall be considered for purposes of meeting experience requirements for the instructional assistant II or teacher associate levels. All time served in a Board-elected position shall be considered for this purpose.

6.11.4 Promotional Advancement on the Career Lattice

6.11.4.1 Twice annually, on September 1 and April 1, the Human Resources Department will review employees' training and experience to determine eligibility for movement on the career lattice. The deadline for filing units and meeting experience requirements shall be October 1 for the changes which will be made retroactive to September 1 and the deadline for filing units and meeting experience requirements shall be March 1 for the changes in April. Employees who meet training and experience requirements shall be reassigned to the next higher step on the career lattice effective September 1 for the September changes and April 1 for the April changes.

6.11.5 Types of Units Accepted

Acceptable units for placement and movement on the career lattice must meet the following requirements:

6.11.5.1 The units must be earned at or accepted by either a two-or four-year fully accredited college or university. Units which are earned prior to an employee's date of hire and which are otherwise acceptable for this career lattice, shall be counted for placement on the career lattice.

6.11.5.2 The units are for courses which will improve the employee's performance in his or her present position or a position in the same or related classification sequence, and/or will be used to qualify the employee as a "teacher candidate" defined in Section 6.11.2 above.

6.11.5.3 The units must not have been applied towards the District's professional improvement program for classified employees.

6.11.6 Prior Approval

Prior approval may be requested before undertaking any course(s) or overall program of study if acceptability for movement on the career lattice is doubtful. Prior approval forms may be requested through the Classified Personnel Services Department.

6.11.7 Filing of Units

Transcripts or official grade cards containing evidence of units earned should be filed no later than October 1 for changes retroactive to September and March 1 for changes in April, but in no case can units be considered which are not received by the Classified Personnel Services Department by October 1 for changes which will be made retroactive to September 1 and March 1 for changes in April. Records filed will not be returned to the employee. At the time of initial placement on the career lattice, employees have a maximum of sixty (60) days from their first day of required service in which to file units.

6.11.8 Salary Step Placement

An employee, upon initial appointment, shall be placed on the first step of the salary range of the classification to which they are appointed. Employees upon initial appointment may provide information to support placement above the first step. When an employee is reassigned to a classification on the career lattice or when an employee is promoted on the career lattice, his/her salary step placement shall be determined using one of the following rules:

6.11.8.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.

6.11.8.2 If the previous salary, including increment adjustment, is below the first step in the new range, the employee shall be placed on the step which most closely approximates a five percent (5%) salary increase.

6.11.8.3 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed one (1) step higher.

6.11.8.4 If the previous salary, including increment adjustment, is in between steps on the new range, he/she shall be placed two (2) steps higher.

6.12 **Repayment of Money Owed to the District**

If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 6.12.1 through 6.12.5 of this article following.

6.12.1 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Section 6.12.2 and 6.12.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in such an amount that the overpayment is repaid in full over one and one-half times the length of the overpayment. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for fifteen (15) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.

6.12.2 If the employee disputes the debt, information regarding the dispute shall be submitted, within ten working days of the notification of the debt owed, to the deputy superintendent, Business Services, for consideration.

6.12.3 If the employee disputes the decision of the deputy superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the deputy superintendent's decision to a

three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular paycheck shall begin in amounts set forth in Section 6.12.1.

6.12.4 The District shall be limited by applicable California statutes as to the time period for recovery of debts owed by employees.

6.12.5 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods of resolution of a dispute regarding the debt.

6.13 The District shall compensate employees in accordance with provisions of this Agreement and applicable statutes.

6.14 The District agrees to reimburse school bus drivers for the cost of renewing school bus certificates effective January 1, 1983.

6.15 **Lost Checks**

6.15.1 Employees' paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within eight (8) working days of notification by the employee to the District's Payroll Services Department. The replacement check shall reflect the amount of the undelivered check.

6.16 Whenever it is determined that an error has been made in a payroll calculation or reporting in any classified employee payroll, or in the payment of any classified employees salary, the Payroll Supervisor shall, within three (3) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.