

## ARTICLE 7: PAY AND ALLOWANCES

### 7.1 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Exhibit A, B, and C attached.

### 7.2 WARRANTS

All regular warrants of bargaining unit members shall be itemized to include voluntary and involuntary deductions to the extent that the payroll service of the County Superintendent of Schools provides.

### 7.3 PAYROLL PROCEDURES

All hourly salary rate bargaining unit members shall be paid once a month on the tenth (10<sup>th</sup>) calendar day following the end of the month. If the normal pay day falls on a Saturday, Sunday, or holiday, the warrant shall be issued on the preceding workday.

7.3.1 Year-round Education Program at Monterey High School: With the exception of the Senior Custodian and food service staff who shall be paid on the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month, all monthly classified employees shall be paid on the tenth (10<sup>th</sup>) of each month.

7.3.2 The District shall utilize a twenty-two (22) working day County Payroll option for the purpose of making salary payments to bargaining unit members. It is understood that absences (including but not limited to sick leave, vacation, bereavement, and industrial accident) will be charged on an actual day basis. New employees will receive pay based on actual days worked during the first month of employment and terminating employees will receive pay based on the actual days worked during the last month of employment. When an employee is absent without pay for an entire month, there shall be no salary payment. When an employee is absent without pay for a partial month, pay for that month will be based on twenty-two (22) days, less days not compensated during the month. However, an employee working one day in a twenty-three (23) day month would receive pay for that day. Lump sum vacation payments will be computed on a twenty-two (22) day basis.

7.3.3 The District and CSEA recognize and acknowledge that these provisions are subject to normal operating circumstances and exceptions may occur in the event of circumstances beyond the District's control.

7.4 PAYROLL ERRORS

- 7.4.1 Insufficient Pay: Any payroll error resulting in insufficient payment for a bargaining unit member shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the bargaining unit member provides notice to the Payroll Department. When a payroll error occurs where the original monthly warrant(s) cannot be given to the bargaining unit member on his/her regularly scheduled pay day, the member shall have the option to request and receive a salary advance check from the District in the amount of ninety percent (90%) of the employee's estimated net salary.
- 7.4.2 Overpayment: Should a member be overpaid, the amount of the overpayment shall be repaid to the District. In every case, the affected employee shall be contacted first, and the repayment plan including repayment timelines shall be negotiated and agreed to in writing before any action to recapture the overpayment.

7.5 LOST WARRANTS

If a warrant to a bargaining unit member is mailed, and if the warrant is not delivered within five (5) days of date of mailing, the member may request and then shall receive a salary advance check from the District in the amount of the lost warrant. Such check shall be issued within five (5) working days of the bargaining unit member's notification to the Payroll Department. If the warrant is lost after receipt, the bargaining unit member shall notify the Payroll Department and the process for replacing the lost warrant shall commence. There can be no guarantee of the time required to replace such lost warrant.

7.6 COMPENSATION FOR WORKING OUT OF CLASSIFICATION

Bargaining unit members who are required to perform duties at a higher level not reasonably related to those fixed and prescribed in the unit member's job classification (including substituting for absent employees) shall be temporarily compensated at the appropriate salary schedule subject to the following conditions:

- 7.6.1 The assignment of the higher level duties must exceed or be expected to exceed five working days in any fifteen (15) calendar day period.
- 7.6.2 The unit member shall be temporarily compensated at the next higher dollar amount of the appropriate salary range as it compares to the unit member's regular salary, but not less than five percent (5%) nor more than Step VI.
- 7.6.3 The higher rate shall be retroactive to the first day of the assignment to new duties in all cases in which such assignments exceed five (5) working days.
- 7.6.4 The higher rate shall terminate on the first working day that the unit member is no longer required to work at the higher level.
- 7.6.5 Determination as to when a unit member is required to work out of classification will be made by the Superintendent subject to the approval of the Board of Education.
- 7.6.6 Where there is no existing job description covering more complex responsibilities that employees are performing on a regular and on-going basis, and these responsibilities are not reasonably related to a bargaining

unit member's job classification, the unit member shall be temporarily compensated in the following manner:

- a. The unit member shall be temporarily compensated an additional five percent (5%) of the employee's current rate of pay.
- b. An application must be made on a District developed form and signed by the unit member and his/her supervisor, and shall be submitted to Human Resources.
- c. The stipend shall remain in effect as long as the employee is determined to be continuing the more complex responsibilities.
- d. The Head of Human Resources (or designee) and a representative appointed by CSEA shall review and either approve or deny the request for compensation. The decision shall be final when an agreement is reached between CSEA and the Head of Human Resources (or designee). In the event that CSEA and the Head of Human Resources (or designee) cannot reach agreement, the Superintendent shall make the decision and his/her decision shall be final.

## 7.7 PAYMENTS AFTER SEPARATION FROM EMPLOYMENT

- 7.7.1 Any bargaining unit member who terminates employment with the District due to resignation, retirement, termination due to disciplinary action, or for any other reason, shall receive payment for all salaries owed to the employee no later than the next scheduled pay day and in any event no later than fifteen work days after the employee is officially separated from employment.
- 7.7.2 Payment of accrued vacation or any other applicable benefit shall be handled following the same provisions in Article 7.7.1.
- 7.7.3 If separation from employment is a result of resignation or retirement, the bargaining unit member must submit copies of his/her letter of resignation / retirement to his/her immediate supervisor and Human Resources in order for the provisions of Article 7.7 to apply.
- 7.7.4 If separation from employment is a result of termination, the provisions of Article 7.7 shall automatically apply.

## 7.8 WORK CLOTHING

- 7.8.1 The cost of the purchase, lease, or rental of work clothing, identification badges, emblems, and cards required for District designated Facilities Services personnel, Food Services and Campus Supervision Assistants shall be borne by the District. Depending on the requirements of the job, work clothing may include at the discretion of the District, any or all of the following items of apparel: shirts, pants, coveralls, coats and rain gear.

If, through the employee's negligence (carelessness), clothing supplied by the District is destroyed, lost, or damaged, the District shall provide for the repair or replacement, but the costs shall be borne by the employee.

7.8.2 An Advisory Committee shall be established and shall meet at least once annually to assist in the implementation of Article 7.8.1 and shall consist of three (3) representatives appointed by the District and three representatives appointed by the Association.