

ARTICLE 8 - COMPENSATION

8.1 Employees covered by this Agreement shall be paid salaries, wages, and pay rates as provided in the attached EXHIBITS A and B as included in the Appendices of this Agreement. EXHIBIT B, the Classified Salary Schedule, shall be amended in as follows:

8.1.1 Effective July 1, 2023, the Classified Salary Schedule shall be increased by 3.5%.

8.1.2 Finances permitting, the District and CSEA commit to completing a salary reallocation analysis for the following job families in 2024-2025: Accounting, Clerical, Auxiliary, Purchasing, and Technology. The District agrees that no funds will be allocated to negotiated wage increases for any District employees until the salary study reallocation analysis is completed.

8.2 In the event the District intends to take to the Board of Education a resolution for layoffs/reductions affecting more than 20 unit members between the date of ratification of this Agreement and June 30, 2024, the District and Association shall meet in advance to explore options and alternatives to those layoffs/reductions. This does not affect any rights found elsewhere in the Agreement or in law.

8.3 LONGEVITY PAY

Effective July 1, 2023, unit members will receive longevity pay for creditable service as follows:

10 years - \$142 per month

15 years - \$179 per month

20 years - \$234 per month

25 years - \$280 per month

30 years - \$324 per month

This amount will be prorated for any employee with a daily assignment of less than six (6) hours.

8.3.1 Longevity pay for all bargaining unit members shall be computed and paid based on each unit member's original date of employment as defined in EXHIBIT C of this Agreement.

8.4 TRANSLATING STIPEND

8.4.1 Provided he/she passes the District's basic bilingual and oral proficiency test, an employee who is annually designated by his/her supervisor(s),

who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for oral translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated at a flat \$53 per month for the remainder of that school year.

8.4.2 Provided he/she passes the District's basic bilingual written proficiency test, an employee who is annually designated by his/her supervisor(s), who agrees to provide interpreting and/or translating services, and who does not have bilingual responsibilities as part of his/her official job description, shall be entitled to a stipend for written translation within one's own department or in another office or department (with approval of his/her immediate supervisor). He/she shall be compensated an additional flat \$65 per month for the remainder of that school year.

8.4.2.1 Written translation, for purposes of this article, does not include Special Education, medical, discipline, or Student Study Team-related issues, where knowledge of technical or legal terminology is required.

8.4.3 Any part-time employee who provides interpreting and/or translation, shall be given additional time at his/her hourly rate, up to eight (8) hours per day/forty (40) hours per week in order to not negatively impact his/her regularly assigned duties.

8.4.4 Any full-time employee who provides interpreting and/or translation shall be given additional time in order not to negatively impact his/her regularly assigned duties.

8.4.5 If translating causes an employee to work more than eight (8) hours in one day, or forty (40) hours in one week, he/she shall be paid the standard overtime rate.

8.4.6 An employee whose job description includes interpreting and/or translation in his/her particular program, but whose assignment requires the interpretation and/or translation of fewer than three (3) languages shall receive a flat \$74 per month if designated and required by the immediate supervisor to serve the site in general for the remainder of that school year.

8.4.7 An employee whose job description includes interpreting and/or translation in their particular program, but whose assignment requires the interpretation and/or translation of three (3) or more languages shall receive a flat \$142 per month.

8.5 HEALTH CARE STIPEND

When a student has been identified as having a severe health care need that has been determined by a physician and an IEP committee to be non-life threatening and/or not requiring one-to-one attention, then a stipend in the amount of \$309 permonth will be paid to a current classified employee assigned to perform any or all of the following services: gastrostomy tube feeding, catheterization, oxygen administration and care of related equipment, administering medication as directed, providing basic emergency care as needed, including but not limited to first aid, cardio pulmonary resuscitation, or other life sustaining efforts until medical assistance arrives.

An employee earning the stipend may be required to provide these services for more than one student. No more than one health care stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

8.6 FIRST AID STIPEND

Employees who volunteer and are designated by their supervisor to provide first aid in the absence of the school nurse on a regular or frequent basis, and who do not have these responsibilities as part of their official job description, shall be entitled to a stipend equivalent to 5% of their base salary. Once designated by their supervisor and Director of Human Resources to provide these services, employee(s) shall receive the stipend for the remainder of that semester. The employee(s) shall receive official notification of their designation from Human Resources.

First Aid Certificates shall be required for the following positions:

- Campus Supervisor
- Paraeducator - Health Care
- Health Services Assistant
- Paraeducator – Severely Impaired
- Office Assistant – Elementary
- Sr. Attendance Technician/Lead Custodian
- School Office Manager – Elementary
- School Office Manager – Continuation
- Secretary III – Children Centers

All positions listed above have first aid responsibilities as part of their official job description and compensation for this responsibility has been included in the base salary with the exception of Secretary II's at the elementary school level who shall be paid an additional 5% stipend above and beyond their base salary.

New employees and employees designated by their supervisors to provide first aid services, shall obtain a First Aid certificate within six months of employment or

designation.

First Aid training and the First Aid Certificate shall be provided at District expense and training shall occur during working hours. Renewal of the First Aid Certificate shall be accomplished at the District's expense and training shall occur during working hours.

8.7 SEVERELY IMPAIRED STIPEND

When a student has been identified as having a severely impaired need, determined by a physician and an IEP committee to be non-life-threatening, then a stipend in the amount of \$181 per month will be paid to a current classified employee assigned to perform any of all of the following services: toileting, eating, washing, personal hygiene, assisting with physical aid appliances, assisting lifting in/out of wheelchair, assisting students to and from school bus or other transportation and/or in moving to and from activities on school site, basic first aid, administering medication as directed.

An employee earning this stipend may be required to provide these services for more than one student. No more than one severely impaired stipend may be earned by an employee at one time. This stipend shall not apply to employees who have the above stated responsibilities as part of their official job description.

8.8 GROUNDS TECHNICIANS

Grounds Technicians who obtain a pest control certification (Cat. A & B) at their own expense and during their own time shall receive a monthly stipend of 5% of the salary for the duration of that license. Continuation of the stipend will be dependent upon successful renewal of the pest control certification (Cat. A & B) which will be at District expense and on District time.

8.9 ASBESTOS

Employees who have been designated by their supervisor to provide asbestos removal and who hold a valid National Environmental Training for Hazardous Materials, Asbestos and Lead certification shall receive a stipend of \$206 per month for the duration of the license.

8.10 GOVERNMENTAL LICENSES

New hires or employees who transfer to positions requiring the following governmental licenses as a condition of employment as set forth in the District's job description shall be granted a one-time payment upon hire or transfer of \$309 for each such license held when a copy of such license is presented to the District: Back Flow License, Fire Extinguisher License, and Bureau of Automotive Inspection Certificate.

8.11 NOTARY PUBLIC STIPEND

The District and CSEA agree that an annual stipend of \$1,238 shall be provided for possession and use in the District of a Notary Public Commission Certificate. For those employees working less than 12 months/year, this stipend shall be prorated to the equivalent monthly amount of \$104. The person receiving this stipend shall provide

notary services for any site or department for the sole purpose of District business related activities.

8.12 TECHNOLOGY STIPEND

The District and CSEA agree that an annual stipend of \$2,570 shall be paid to the designated Site Technician. The unit member receiving this stipend shall provide basic technology support for the assigned site. Payment shall be \$1,285 per semester.

PAY AND ALLOWANCES:

(Sections 8.13 through 8.21 shall only be opened by mutual agreement)

8.13 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.

8.14 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.

8.15 PAYROLL PROCEDURES

All hourly salary rate bargaining unit members shall be paid once a month on the tenth (10th) 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.

8.15.1 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.

- 8.15.2 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.

8.16 PAYROLL ERRORS

- 8.16.1 **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.

- 8.16.2 **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.

8.17 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.

8.18 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:

- 8.18.1 The assignment of the higher level duties must exceed or be expected to exceed five working days in any fifteen (15) calendar day period.
- 8.18.2 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.
- 8.18.3 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.
- 8.18.4 The higher rate shall terminate on the first working day that the unit member is no longer required to work at the higher level.
- 8.18.5 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.
- 8.18.6 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:
 - 8.18.6.1 The unit member shall be temporarily compensated an additional five percent (5%) of the employee's current rate of pay.
 - 8.18.6.2 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.
 - 8.18.6.3 The stipend shall remain in effect as long as the employee is determined to be continuing the more complex responsibilities.
 - 8.18.6.4 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.

8.19 PAYMENTS AFTER SEPARATION FROM EMPLOYMENT

- 8.19.1 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.
- 8.19.2 Payment of accrued vacation or any other applicable benefit shall be handled following the same provisions in Article 8.18.1.
- 8.19.3 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 8.18 to apply.
- 8.19.4 If separation from employment is a result of termination, the provisions of Article 8.18 shall automatically apply.

8.20 WORK CLOTHING

- 8.20.1 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.

- 8.20.2 An Advisory Committee shall be established and shall meet at least once annually to assist in the implementation of Article 8.19.1 and shall consist of three (3) representatives appointed by the District and three representatives appointed by the Association.

8.21 REIMBURSEMENT FOR LOSS, DAMAGE, DESTRUCTION OF PERSONAL

PROPERTY

- 8.21.1 The District shall reimburse employees for any verified loss, damage or destruction of personal property suffered while performing services to the District or while such personal property is on District premises in accordance with the following provisions:
- 8.21.1.1 Loss, damage, or destruction shall have occurred without fault of the employee.
 - 8.21.1.2 Evidence of written pre-approval for the use of the personal property on District premises shall be provided in order to seek reimbursement for loss, damage, or destruction. No prior approval is needed for eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles.
 - 8.21.1.3 The value of any item lost, damaged, or destroyed shall be determined as of the time of the verified loss, damage, or destruction and shall include normal allowance for depreciation.
 - 8.21.1.4 Property claimed for reimbursement shall be valued at more than \$25
 - 8.21.1.5 Maximum reimbursement for any one incident shall be \$700, except for vehicles.
 - 8.21.1.6 The maximum reimbursement for all loss, damage, or destruction of personal property shall not exceed \$7,500 in any fiscal year.
 - 8.21.1.7 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with Fiscal Services. Fiscal Services may conduct an investigation. The burden of proof in all cases is with the employee seeking reimbursement.
- 8.21.2 Reimbursement for loss, damage, destruction of vehicles.
- 8.21.2.1 The maximum reimbursement for vehicle loss, damage, or destruction shall be \$1,250 or the insurance deductible, whichever is less.

- 8.21.2.2 Reimbursement is limited to payment for verified loss, damage, or destruction resulting from malicious acts of others.
- 8.21.2.3 A report shall be made by the employee to the police, and a copy of the police report shall be provided to Fiscal Services. If there is damage or destruction of a vehicle, two (2) written estimates from licensed repair facilities of repair cost shall be provided to Fiscal Services. The District payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repair.
- 8.21.2.4 If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss damage or destruction covered by the District.

The District shall, in addition, have all rights of subrogation. Subrogation means the District may seek to recoup the cost of reimbursement to the employee directly from the insurance carrier. The employee shall execute all assignments and other documents and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation.