

**Article 7 PAY AND ALLOWANCES**

**§ 7.1 Rate of Pay**

§ 7.1.1 The District and SEIU agree there will be no COLA for FY 2010-2011.

§ 7.1.2 For FY 2010-2011, the District will grant 20 hours paid time off (PTO) for 1.0 FTE employees (2080 hours  $\times$  0.95% = 19.76 hours rounded up to the nearest 1/2 hour equals 20 hours). The 0.95% PTO is comprised of 0.40% PTO for efficiency and 0.55% PTO. Employees working less than 1.0 FTE will receive the percentage of the 20 hours equivalent to their FTE (including temporary increases and decreases) as of July 1, 2010. Example: 0.5 FTE = 10 hours PTO. This PTO will need to be taken by June 30, 2011 or it will be lost.

§ 7.1.3 PTO will continue to be allocated each fiscal year beginning July 1, 2010 equivalent to any portion of the 0.95% that has not been permanently added to the salary schedule. PTO for any given fiscal year will be used by June 30 of that fiscal year, or it will be lost. PTO will be converted to hours by rounding up to the nearest 1/2 hour.

§ 7.1.4 When it is agreed that any portion (or all) of the 0.95% will be applied to the classified salary schedule, the salary increase will be considered an addition to any other negotiated salary increase.

§ 7.1.5 PTO under this proposal will be based on an employee's FTE (including temporary increases and decreases) as of July 1 of the fiscal year it will be taken in.

§ 7.1.6 For employees who are: part-time, working less than 1.0 FTE, working less than 12 months, on a Board approved Paid Leave of Absence, the District will grant pro-rated PTO to reflect the employee's FTE (including temporary increases and decreases) as of July 1 of the fiscal year it will be taken in.

§ 7.1.7 Employees will choose when the entitled hours of PTO will be taken as mutually agreed upon with their supervisor according to the vacation provisions of the current contract between SEIU and the District.

§ 7.1.8 Any exceptions or deviations from the procedure described in 7.1.7 above will be subject to the approval of the supervisor, the Vice President of Human Resources, and SEIU President or designee.

§ 7.1.9 If an employee terminates employment with the District prior to full utilization of PTO as described in this proposal, there will be no cash value for any unused hours.

**Article 7 PAY AND ALLOWANCES - continued**

**§ 7.1 Rate of Pay - continued**

§ 7.1.10.1 In the event of a significant economic hardship for the District, the District and SEIU may find it necessary to negotiate to solicit Voluntary Time Off (VTO) from unit members, or negotiate to require a second form of Paid Time Off (PTO 2).

§ 7.1.10.2 VTO is a voluntary reduction in a unit member's work schedule resulting in time off without pay.

§ 7.1.10.3 VTO will be solicited from unit members by the District sending out a request for VTO including the VTO Request Form and a list of assumptions to be considered in making a decision to request VTO.

§ 7.1.10.4 The VTO Request Form and a list of assumptions for this VTO are included in Appendix M.

§ 7.1.10.5 PTO 2 is a mandatory reduction in a unit member's salary in exchange for time off.

§ 7.1.10.6 PTO 2 will be required of unit members upon ratification of a Memorandum of Understanding (MOU) for PTO 2 or the ratification of a contract containing PTO 2 provisions. The terms of the PTO 2, as negotiated, will be included in the MOU or contract.

§ 7.1.11 SEIU will agree to paid time off equivalent to 5.00% for **2012-2013**. For a full-time 261 day (12 month) employee the 5.00% Paid Time Off (PTO) would be 13 days, but this will be reduced to 11 days to adjust for the agreement balancing. PTO for part-time employees will be prorated as follows for employees who work less than 12 months and/or less than 1.0 FTE.

- 161/171 day employees - 7 days
- 217 day employee - 9 days
- 238 day employee - 10 days
- PTO will be further prorated for less than 1.0 FTE

§ 7.1.12 PTO days will be taken on:

- Friday, July 6, 2012
- Friday, July 13, 2012
- Friday, July 20, 2012
- Friday, July 27, 2012
- Friday, August 3, 2012
- Wednesday, January 2, 2013
- Monday-Friday, March 18 – March 24, 2013

**Article 7 PAY AND ALLOWANCES - continued**

**§ 7.1 Rate of Pay (Continued)**

**§ 7.1.12 Continued**

Contingency Language – This proposal is based on receiving a \$4.6 million funding reduction from the State for the 2012/13 fiscal year. If the actual funding reduction received is more than \$5 million, the District and SEIU agree to renegotiate.

PTO dates are flexible if days identified are not within employee's work calendar or with prior approval from supervisor and Superintendent/President or designee.

**§ 7.1.13** Any retroactive salary increases will apply to any employee who worked during the retroactive period including those employees who retired during the retroactive period.

**§ 7.1.14** During FY 2010-2011 the District will review an early retirement incentive program (PARS), Keenan & Associates, etc.

**§ 7.2 Time of Payment**

**§ 7.2.1** All unit members shall be paid once per month on or before the last working day of the month.

**§ 7.2.2** In the event that the last working day of the month is a District holiday, but is not a holiday at the Sonoma County Office of Education, which is responsible for processing the District's payroll, unit members shall be paid on the first working day that paychecks are available.

**§ 7.3 Payroll Errors and Lost Checks**

**§ 7.3.1** Any payroll error resulting in insufficient payment for a unit member shall be corrected within five (5) days, and any paycheck which is lost after receipt or is not delivered within five (5) days of mailing, if mailed, shall be replaced as quickly as possible. Attempts shall be made to replace the check within five (5) days.

**Article 7 PAY AND ALLOWANCES (Continued)**

**§ 7.4 Placement on Salary Schedule**

§ 7.4.1 New unit members in the classified service, either temporary or regular, shall normally be placed on Step A of the grade in which they are employed, except for those new unit members who, because of experience and/or education or in cases of difficulty in recruitment, shall be placed at a higher step, no higher than Step C, as so determined by the Human Resources Department. (Appendix A)

**§ 7.5 Step Increases**

§ 7.5.1 The salary schedule as presented in Appendix A provides for five (5) regular steps within each grade.

§ 7.5.2 Advancement to the next higher step shall occur on July 1 following employment or promotion provided that employment at such date shall not have been less than three (3) months of satisfactory service and that said employment has been one-half (1/2) time or more on a ten (10) month basis.

§ 7.5.3 For less than one-half (1/2) time unit members, one thousand and forty (1,040) hours shall constitute one (1) year of service for advancement. Step increases shall be effective on the first day of the month following an employee reaching the 1,040 hours.

§ 7.5.4 In the event that the District intends to withhold a step increase from a unit member based on recommendations of "Performance Needs Improvement" or "Unacceptable Performance" contained in the most recent evaluation, the District shall present that unit member with written documentation of the specific reasons for the decision to withhold the step increase, along with any documentation of previous counseling given the unit member. Permanent unit members shall be advised no later than March 31 of the District's intent to withhold a step increase.

§ 7.5.5 A unit member initially denied a step increase shall receive that increase upon completion of three (3) consecutive months of satisfactory service. Said unit member shall be advised monthly of his/her progress.

§ 7.5.6 Denials of step increases shall be subject to the grievance procedure.

**§ 7.6 Lump Sum Payment**

§ 7.6.1 The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) working days of the Agreement and/or amendment between the District and SEIU.

**Article 7 PAY AND ALLOWANCES (Continued)**

**§ 7.7 Reclassification, Promotion or Reallocation**

§ 7.7.1 Any unit member in the bargaining unit receiving a reclassification, promotion or reallocation under the provisions of this Agreement shall be moved to the appropriate grade and step of the new class to insure not less than a 5% salary increase as a result of that reclassification, promotion or reallocation, except that the unit member may be placed on the last step of the appropriate grade if that is the maximum allowable for that class.

**§ 7.8 Mileage**

§ 7.8.1 Any unit member in the bargaining unit authorized to use his/her vehicle on District business shall be reimbursed at the District's established mileage rate for all miles driven on the District's behalf. This amount shall include mileage necessary to return to the unit member's normal job site after the completion of District business, or his/her home, whichever is the lesser distance.

This amount shall be payable within ten (10) working days of submission of the claim by the unit member.

**§ 7.9 Reimbursement for Meals**

§ 7.9.1 Any unit member who, as a result of a work assignment, must have meals away from the District shall be reimbursed for meals using the current District rates.

1. A unit member who is required to be away for one (1) day shall not be compensated for dinner unless, under normal driving time, he/she would be unable to return to his/her residence, by direct route, by 7 p.m.
2. A unit member who is required to be away from the District shall be reimbursed for lunch if, a) the required travel is outside Sonoma County, or b) the required travel is inside Sonoma County but is pre-approved by the unit member's immediate supervisor.
3. Receipts shall be required when the request exceeds the per diem rate.
4. Unit members shall have their estimated expenses approved by the Superintendent/President, or designee, prior to such expenditure.
5. This amount shall be payable within ten (10) working days of submission of the claim by the unit member.

**Article 7 PAY AND ALLOWANCES (Continued)**

**§ 7.10 Reimbursement for Lodging**

§ 7.10.1 Any unit member who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District at the rate specified by District policy for the unit member's room expense only.

1. Receipts shall be required.
2. Unit members shall have their estimated expenses approved by the Superintendent/President, or designee, prior to such expenditure.
3. This amount shall be payable within ten (10) working days of submission of the claim by the unit member.

**§ 7.11 Longevity**

§ 7.11.1 Longevity increment increases shall be based on length of service with the District.

§ 7.11.2 Longevity step increase adjustments shall occur on the first of the month following the unit member's anniversary date of service.

§ 7.11.3 All unit members in the classifications on the Classified Salary Schedule, Appendix A, shall be entitled to the following longevity increments:

1. Grade and step placement plus 5% of base salary beginning 11th year with District.
2. Additional 5% of the total of grade, step placement and longevity increase as provided in (1.) above, beginning sixteenth (16th) year with District.
3. Additional 5% of the total of grade, step placement and longevity increases as provided in (1.) and (2.) above, beginning twenty-first (21st) year with District.
4. Additional 5% of the total of grade, step placement and longevity increases as provided in (1.), (2.) and (3.) above, beginning twenty-sixth (26th) year with District, effective February 1, 1992 for any unit member eligible after July 1, 1991.

§ 7.11.4 A dispute regarding a longevity step increase shall be subject to the grievance procedure.

**Article 7 PAY AND ALLOWANCES (Continued)**

**§ 7.12 Compensation for a Unit Member Working Out of Classification**

The parties recognize that compensation for working out of class is to be viewed as a temporary solution to the classified staffing needs of the District.

§ 7.12.1 Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein.

§ 7.12.2 A unit member may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

§ 7.12.3 Compensation for the period of time qualifying for out of classification pay shall be computed in accord with, Section 7.7, Reclassification, Promotion or Reallocation.

**§ 7.13 Compensation During Training Periods**

§ 7.13.1 A unit member who is required to attend training sessions in order to continue his/her employment in a position, shall receive compensation as follows:

1. When the training occurs during the unit member's regularly assigned working hours, the unit member shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
2. All costs incurred under mandated training programs for unit member transportation, registration fees, and supplies shall be paid for by the District.

**§ 7.14 Bilingual Skills**

§ 7.14.1 The District shall provide a 5% premium for all hours in paid status for unit members working in positions which require the ability to communicate in multiple languages, provided that the position does not already receive a higher pay grade for the bilingual ability (e.g. Sign Language Interpreter and Sign Language Interpreter, Senior).