

## ARTICLE 7: PAY AND ALLOWANCES

7.1 **RATE OF PAY.** The regular rate of pay for each position in the bargaining unit shall be as set forth in the salary schedule attached as Appendix A.

- a. For the fiscal year 2021-2022, the DISTRICT will provide all current bargaining unit members in paid status as of the date of ratification of this agreement, a one (1) time off-salary schedule payment totaling four thousand dollars (\$4,000). Payment shall be received no later than two (2) pay cycles following the date of ratification of this agreement.
- b. Effective July 1, 2022, the salary schedule will increase by five percent (5%) for all bargaining unit members. The increase shall not in any way prevent the ASSOCIATION or the DISTRICT from re-opening Article 7: Pay and Allowances for the 2022-2023 year as outlined in Article 24: Completion of Meet and Negotiations.

## 7.2 SHIFT DIFFERENTIAL

- 7.2.1 **SUNRISE SHIFT.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek begins at 5:00 a.m. or earlier. Alternate work schedules such as 9/80, 4/10 and 3/12 are excluded from receiving a sunrise differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1-1/2) percent of a unit member's daily rate for sunrise shift.
- 7.2.2 **TWILIGHT SHIFT.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek go beyond 6:00 p.m. Alternate work schedules such as 9/80, 4/10 and 3/12 are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1-1/2) percent of a unit member's daily rate for twilight shift.
- 7.2.3 **SWING SHIFT.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, begins at 11:00 a.m. or later and goes beyond 7:30 p.m. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for swing shift.
- 7.2.4 **GRAVEYARD.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, begins at 7:00 pm or later and goes beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the daily rate for graveyard shift.

7.2.5 **SPLIT SHIFT.** The regular assigned working hours are split by a break of two (2) or more hours on at least one (1) day of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for split shift.

7.2.6 **SPLIT SHIFT and SWING SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a SWING SHIFT in accordance with the provisions of a SPLIT SHIFT and a SWING SHIFT. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's daily rate for split shift and swing shift.

7.2.7 **SPLIT SHIFT and GRAVEYARD SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a GRAVEYARD SHIFT in accordance with the provisions of a SPLIT SHIFT and a graveyard shift. The DISTRICT shall pay a shift differential at the rate of seven and one-half (7 ½) percent of the unit member's daily rate for SPLIT SHIFT AND GRAVEYARD SHIFT.

7.2.8 **WEEKEND SHIFT.** The regular assigned working hours on Saturday and/or Sunday. Once the DISTRICT switches to a 7-day workweek in accordance with Article 6, the DISTRICT shall pay a shift differential at the rate of five (5) percent of a unit member's daily rate for weekend shift.

7.3 **SPECIAL COMPENSATION.** Special compensation will be paid for services and/or skills a unit member provides the DISTRICT as listed below.

7.3.1 **BILINGUAL PREMIUM.** The DISTRICT will pay a bilingual premium of \$50.00 per month for each foreign language a unit member is required to verbally translate, including American Sign Language (ASL). Premium payments shall be retroactive to the month after successfully passing the examination with a score of 80% or higher.

7.3.1.1 Unit members who desire to receive the bilingual premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. Those unit members achieving a score of 80% or higher shall be placed in an eligibility list. Once a unit member has been placed on the eligibility list, they shall remain eligible for the remainder of their employment with the District without further examinations required.

7.3.1.2 Unit members hired after the annual March testing date will be eligible retroactively back to their month of hire for successfully passing the examination with a score of 80% or higher. (Example:

Unit member hired in June who successfully passes the examination on their first attempt would be eligible for 10 months of retroactive bilingual premium pay. If the unit member is not successful on their first attempt, they would only be eligible for pay the month after successfully passing the examination with a score of 80% or higher.)

**7.3.2 BI-LITERATE PREMIUM.** The DISTRICT will pay a bi-literate premium of \$50.00 per month for each foreign language a unit member is required to translate or interpret written material. Premium payments shall retroactive to the month after successfully passing the examination with a score of 80% or higher.

7.3.2.1 Unit members who desire to receive the bilingual premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. Those unit members achieving a score of 80% or higher shall be placed in an eligibility list. Once a unit member has been placed on the eligibility list, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.

7.3.2.2 Unit members hired after the annual March testing date will be eligible retroactively back to their month of hire for successfully passing the examination with a score of 80% or higher. (Example: Unit member hired in June who successfully passes the examination on their first attempt would be eligible for 10 months of retroactive bilingual premium pay. If the unit member is not successful on their first attempt, they would only be eligible for pay the month after successfully passing the examination with a score of 80% or higher.)

**7.3.3 PEACE OFFICER STANDARDS & TRAINING (POST) CERTIFICATE PAY.** The DISTRICT will pay any unit members who have achieved the following POST certificates:

POST Intermediate Certificate – 2.5% of base pay

POST Advanced Certificate – 7.5% [total] of base pay (additional 5% versus 2.5% for advanced POST)

Pay will be effective on the first of the month following the date of eligibility. If a unit member is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the DISTRICT, the pay will be retroactive to the date of eligibility

or the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification and supporting documentation shall be submitted to the DISTRICT requesting the pay.

**7.3.4 UNDERGRADUATE/GRADUATE/DOCTORAL CREDIT.** The DISTRICT will pay any unit members who have achieved the following Education:

- Associate Degree – 2% of base pay
- Bachelor’s Degree – 3% [total] of base pay
- Master’s Degree – 5% [total] of base pay

Credits will be effective on the first of the month following the date of eligibility. If a unit member is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the DISTRICT, the pay will be retroactive to the date of eligibility or the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification and supporting documentation shall be submitted to the DISTRICT requesting the pay.

**7.3.4.1** Unit members may not seek undergraduate/graduate/doctoral credit for degree programs that include courses that have been reimbursed by the DISTRICT as outlined in Article 7.10 and Article 7.10.6.

**7.3.5 FIELD TRAINING OFFICER PREMIUM.** Unit members who are certified as a Field Training Officer and who are assigned a trainee, shall receive a premium in the amount of five percent (5%) of their base pay for the entire shift.

**7.4 PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.

**7.5 FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County of Superintendent of Schools or the U.S. Mail.

**7.6 SPECIAL PAYMENTS.** Any payroll adjustment due a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors

shall be made by a supplemental check issued not later than the next regular pay period.

**7.6.1 PAYROLL ERRORS.** Payroll errors includes any adjustment which affects the unit member's net pay. Whenever it is determined an error has been made in the wages of a unit member, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within five (5) workdays. In the event of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of correction and payment within five (5) workdays.

In the event of an overpayment to the unit member, the unit member will be given a reasonable opportunity to meet with the DISTRICT representatives to discuss the error. In the event that the DISTRICT and the unit member do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the unit member's wages (not to exceed 10% of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the 10% deduction restriction shall be made when the unit member's employment in the DISTRICT is in the process of being or has been terminated or the full 10% deduction would cause undue hardship on the unit member.

In the event of any underpayment for which a correction must be made shall not be for more than three (3) years.

**7.7 PROMOTION.** In the event that the DISTRICT adds classifications to the POA Salary Schedule, the unit members granted a promotion shall be given a five percent (5%) salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five percent (5%) increase but not less than such increase. If, however, the five percent (5%) increase exceeds Step F on the range of the new classification, the unit member shall be placed on Step F. The anniversary date for all unit members granted a promotion shall be the effective date of promotion. If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing five percent (5%) promotional salary increase.

**7.7.1 INITIAL PLACEMENT PROMOTED UNIT MEMBERS.** A promoted unit member's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of Article 7.7 apply. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step

on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

**7.7.2 INITIAL PLACEMENT NEW UNIT MEMBERS.** New unit members are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

**7.8 MINIMUM CALL BACK TIME.** Any unit member called back from off campus to perform services outside their regular hours shall receive a minimum compensation of three (3) hours for such services. This section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

**7.9 WORKING OUT OF CLASS.** Any unit member required to work out of classification for five (5) or more working days within a fifteen (15) calendar day period shall have their salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive five percent (5%) salary increase unless the increase exceeds the highest step of the higher classification, in which case the unit member shall be paid at the highest step. Working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

**7.9.1** Unit members required to work out of classification not within the bargaining unit shall have their salary adjusted to the rate of pay of the position that is not within the bargaining unit if it exceeds their current salary range. The DISTRICT and ASSOCIATION shall meet and negotiate the effects.

**7.10 ENROLLMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

**7.10.1** All classes must be taken outside of the regular scheduled working hours of the unit member.

**7.10.2** Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

- 7.10.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- 7.10.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.
- 7.10.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor's designee. If the request is denied, it may be appealed to the Chancellor. Forms can be found in Appendix D and on the DISTRICT website.
- 7.10.6 **REIMBURSEMENT.** Unit members on the POA unit member salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classification. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California, Riverside.
- 7.10.6.1 Unit members may not seek both reimbursement for a course and undergraduate/graduate/doctoral credit as outlined in Article 7.3.4.
- 7.10.6.2 Only full-time unit members who have completed their probationary period as a unit member shall be eligible for this benefit.
- 7.10.6.3 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor's designee. If the request by the immediate supervisor is denied, it may be appealed to the Chancellor's designee.
- 7.11 **ENROLLMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of bargaining unit members employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

- 7.11.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.
  - 7.11.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
  - 7.11.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.
  - 7.11.4 Definition of Benefit Eligible Dependent includes a unit member's legal spouse, registered domestic partner, and children to age 26. Children defined as, natural children, adopted children and stepchildren. Fully disabled children over age 26 who are incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent on employee for economic support.
- 7.12 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen (15) years of service, they shall be eligible to receive the benefits of the DISTRICT "Gold Card". The "Gold Card" allows the retiree to continue receiving College campus discounts offered to active unit members and a waiver of parking fees of DISTRICT sites/facilities.