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UNIT G
ARTICLE XI

WAGES AND SALARIES, PAY ALLOWANCES, DIFFERENTIALS
AND CERTAIN SALARY PRACTICES

1.0 Wages and salaries are attached to and incorporated in this Agreement as Appendix A. Such salaries shall be paid for all hours authorized and worked in a unit classification.

2.0 Pay Allowances:

2.1 Uniforms: If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, emblems, and cards for the employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment.

3.0 Pay Differentials - General:

3.1 An earned salary differential in addition to the regular rate of pay specified in Appendix (X) shall be paid to affected employees under the conditions and in the amount specified in this Article.

3.2 Assignment to a new or vacant position for which a salary differential is designated, other than a temporary assignment of less than twenty (20) working days or a bilingual differential, shall be made on the basis of seniority among those employees in the appropriate class who request such an assignment.

3.3 Long-term salary differentials as designated in this Article shall be based on the special requirements of a particular position or the authorized use of special skills by a particular incumbent for twenty (20) consecutive working days or more and for which payment shall be continued during paid absences of the employee. An employee receiving a long-term salary differential shall not lose such compensation of temporarily assigned, for twenty (20) working days or less, to duties not entitled to such compensation.

3.4 Short-term salary differentials as designated in this Article shall be for the performance for less than twenty (20) consecutive working days of a specific task that is not assigned to a particular position or incumbent on a continuing basis and for which payment shall not be continued during paid absences of the employee.

3.5 A differential authorized under this Article shall not affect salary allocation upon change of assignment.

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3.6 Differentials for which certification by an administrator is required shall be withdrawn upon certification by the administrator.

4.0 Language Differential:

a. Certification: A regular employee shall be paid a long-term salary differential for using language skills upon certification from the appropriate ~~Local~~ District Region Superintendent/ Division or branch head that in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language, or to converse fluently in a non-English language or sign language.

b. Employees who have not received certification under this Section shall not be required on a recurrent basis to speak, interpret or write a non-English language. This subsection shall not apply to employees assigned to bilingual classifications or to those classifications designated in paragraph 4.1, below.

c. Language Proficiency: In order to qualify for a language differential, the employee must meet English and non-English or sign language proficiency standards prescribed by the Personnel Commission. Such English and non-English or sign language proficiency standards shall include required communication abilities which must be satisfactorily demonstrated pursuant to District examination procedures.

d. A regular employee assigned to a bilingual classification must meet the proficiency requirement in section b., above, but not the certification procedure in section a., above.

4.1 Eligible full-time employees shall be paid at the rate of \$1.00 per hour if required to speak, read, and write a non-English language, or equivalent to \$.50 per hour if only required to converse in a non-English language.

4.2 The differential for eligible part-time employees shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.

4.3 An approved differential shall become effective on the first day of the pay period following completion of provisions in Section 4.0, above and shall continue during paid absences, provided, however, an appointing authority may certify that a previously approved differential may continue uninterrupted for employees who are reassigned, transferred or promoted to another position requiring the same language skills. The effective date shall be communicated in writing to the affected employee as soon as practicable following completion of the certification procedure(s).

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4.4 An employee shall be eligible for only one differential under this Section.

5.0 Salary Placement: Placement on the salary schedule shall be at the hourly rate established for the classification.

6.0 Limited Term Compensation: Compensation for limited term assignments shall be as provided in Personnel Commission Rule 585.

~~7.0~~ 2.0 Payroll Errors: An employee who does not receive a scheduled pay warrant or receives an underpayment because of problems involving assignment, time reporting, payroll processing, may request an Off-Cycle Pay Warrant for hours reported and approved by the employee's work location. The request will be processed and a warrant will be mailed ~~made available for pick up~~ within three (3) work days unless the employee has previously requested ~~requests~~ that the warrant is made available for pick up. ~~be mailed. In circumstances where the employee received no warrant at all or a substantial underpayment of at least 50% of their normal net pay, the employee may request that an Off Cycle Pay Warrant be made available for pick up within one (1) work day unless employee requests that the warrant be mailed.~~

a. An Off-Cycle Pay Warrant cannot be made for a pay warrant that has been issued but is subsequently unaccounted for (e.g., lost, delayed in route, stolen after receipt, etc.) or in cases where garnishments, tax liens or the like are being processed.

b. In the case of a salary warrant issued and mailed but later lost or stolen, a replacement warrant will be issued no later than seven (7) calendar days after the employee submits a Lost Warrant Affidavit form to the Payroll Services Branch.

c. The District will give written or verbal notification to an employee in the event of a garnishment or a tax lien.

~~7.1~~ 2.1 Limitations upon Recovery: Any payroll or other salary errors claimed by an employee against the District in a timely manner as provided in the grievance procedure of Article IV shall be corrected retroactively up to a maximum of three (3) years from the date of claim. In the event of an error in favor of an employee, the District shall be limited in its retroactive recovery against the employee by a three (3) year period dating from the discovery of the error. The District will notify an affected employee who received an overpayment of more than fifty dollars (\$50.00) prior to making any deductions to recover such overpayment from the employee's subsequent salary payments. The District may allow the affected employee to establish a reasonable method of repayment with the Payroll Services Branch.

~~8.0~~ 3.0 Mileage Reimbursement: Employees who are required to use their personal vehicle for District business shall be reimbursed at the Internal Revenue Service established standard business rate, for all miles driven in District service.

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9.0 Longevity Increment: All unit members who have completed the required years of district service as defined below, shall be eligible to receive a longevity increment.

9.1 The longevity increment shall become effective on July 1st following completion of the qualifying number of years of service.

9.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

9.3 The longevity increment shall be part of the employee's basic wage of the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day shall receive a proportionate amount of the applicable increment.

9.4 The longevity increment schedule for years of qualifying District service shall be:

\$.31250 per hour after 10 years

\$.37500 per hour after 15 years

\$.43750 per hour after 20 years

\$.50000 per hour after 25 years

\$.56250 per hour after 30 years

10.0 4.0 The Union and the District acknowledge the importance of the retirement savings plans therefore both parties agree to actively encourage Local's 99 members to enroll and participate in the 457(b) retirement program. The parties agree to make a joint statement encouraging SEIU Local 99 members to enroll.