ARTICLE XIX

SALARIES

19.1 For the 2016-2017, 2017-2018 and 2018-2019 school years:

a. For the 2016-2017 year, 2.00% will be added to the Classified Salary Schedule effective July 1, 2016.

b. For the 2016-2017 year, a 3.00% one-time, off-schedule payment will be made to active bargaining unit members (employed on or before October 31, 2016) on the November 2016 pay warrant.

c. For the 2017-2018 year, 2.5% will be added to the 2016-2017 Classified Salary Schedule effective July 1, 2017.

d. For the 2018-2019 year, 2.00% will be added to the 2017-2018 Classified Salary Schedule effective July 1, 2018.

After completion of fifteen (15) years of continuous service bargaining unit members will receive one and one-half (1.50%) percent of the bargaining unit members base salary for years fifteen through nineteen (15-19).

After completion of twenty (20) years of continuous service bargaining unit members will receive an additional two (2.00%) percent of the bargaining unit members base salary ongoing.

As minimum wage requirements take effect, any cells within the salary schedule falling below the minimum wage will become obsolete. Employees will be placed in the next appropriate cell within their assigned range.

19.1.1 All hourly employees will be paid on an annualized basis. In an annualized pay

system the employee's expected work year (number of days and regular hours) are calculated for the year. Paid holidays and paid vacation days are added to the expected work year total above. This new total is divided by the number of pay checks the employee will get (usually 10, 11, or 12 checks). This will determine how much the employee's check will be. Each check will be the same amount every month unless they were docked pay or worked extra hours. If they were docked pay or worked extra hours, their check would be adjusted the following month. An advantage of annualized pay is that the employee can plan on how much their check will be every month. Their check will not change because there were fewer workdays in the pay period or school was closed for two weeks around Christmas.

19.1.2 Underpayment

Whenever it is determined that an error has been made in the calculation or reporting of any classified employee's payroll or in the payment of any classified employee's salary resulting in an underpayment, the appointing authority shall within five (5) working days following such determination provide the employee with a statement in writing of the correction and payment drawn against any available funds.

19.1.3 Overpayment

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary resulting in an overpayment, the appointing authority shall within five (5) working days following such determination, notify the employee in writing, the nature of the overpayment, the amount, and repayment options available. If an employee recognizes an error in their pay check they should notify the payroll department.

19.1.4 If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the

monies owed in the manner prescribed below:

19.1.4.1 The District shall notify the employee in writing of the amount and nature of the overpayment and repayment options available. The employee may agree to a repayment plan as outlined in the notification letter, by initialing said plan, signing the original letter, and returning the letter to the payroll department. This notification shall be given to the employee not less than thirty (30) days prior to the potential deduction of the amount owed from the employee's pay check. CSEA shall receive notification at the same time the employee is notified of the need for repayment. The repayment plan options will consist of:

a) The employee agrees to pay the debt owed in full by deducting the agreed amount from the next regular pay check.

b) An employee can repay at a rate larger than 5% of their net pay check.

c) Repayment to begin from the next regular pay check by deducting an amount equal to five percent (5%) of the employee's net pay check until the debt is paid in full.

d) In cases of hardship to the employee, the employee may request a meeting to discuss other options that may be available.

19.1.5 If an employee fails to respond to the notification letter, the Director of Financial Services or designee shall notify CSEA and a meeting of the parties will be arranged to resolve the issue.

19.1.6 If the employee disputes the debt, information regarding the dispute shall be submitted in writing within ten (10) working days of notification to the Director of Financial Services or designee for consideration. The Director or designee shall in turn make a determination regarding the dispute within ten (10) working days of receipt of the

employee's written notice of dispute.

19.1.7 If the employee disputes the findings of the Director of Financial Services or the designee, the District shall notify CSEA and a meeting of the parties shall be set to negotiate the dispute. The employee may bring representation to the meeting.

19.1.8 Should the negotiation of the dispute end without mutual agreement between the District and the employee, in no event, shall the District proceed with deduction of funds from the employee's pay check until it is agreed to by the employee, or ordered by the court and/or law enforcement agency.

19.1.9 The District shall be limited by the applicable California statutes as to the time period for recovery of debts owed by employees.

19.1.10 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods for resolution of a dispute regarding the debt.

19.2 The District agrees that when any other collective bargaining unit receives an increase in compensation or benefits which exceed that granted to CSEA, the District will grant the same percentage of additional increases to CSEA. This compensation is defined as the total amount of new, ongoing expended for that bargaining unit. Exceptions are any revenue sources mandated by the State or Federal government exclusively for certificated staff.

19.3 Working Out Of Class

An employee who works out of class shall be paid at their regular step and range unless they are working out of class in a higher class and then they will be paid at their regular step in the higher range classification.

19.4 Member Travel

Members who may be required to use their own auto in performance of their duties shall be

reimbursed at a rate in accordance with the Internal Revenue Service (IRS) mileage reimbursement rate. Reimbursement for mileage will be for miles actually driven and must be approved in advance by the member's administrator or designee.

19.5 Interpreting and Translations

19.5.1 Effective July 1, 2005, eligible employees designated at each site *(maximum of 17 district wide) shall receive a bilingual/ biliterate stipend which shall be 2% of the employee base pay for employees using bilingual skills. Positions designated as Bilingual Instructional Aide or classifications designated by the job description as bilingual shall not be eligible.

19.5.2 Employees will be designated and submitted to the human resources department each year by the site administrator before August 30th. A list of the designated employees will be made available to the CSEA President no later than September 30th of each school year.

19.5.3 If more than one designee per site is needed, a request will be brought to a CSEA – NUSD bargaining meeting for approval.

19.5.4 When an employee is needed to interpret at meetings or translate materials which are not part of their job duties, they will be required to pass a proficiency test administered by the District. Upon approval, the employee shall be compensated at an hourly rate of twenty dollars ($20) per hour. These services should not interfere with the employees' work hours or job duties.