ARTICLE V: COMPENSATION

5.1 **Salary Classification** - Members of the bargaining unit shall be compensated according to their classification as specified in the applicable Classified Employee Salary Classification attached hereto and marked APPENDIX A applied to the applicable Salary Schedule for Classified Employees.

5.2 **Salary Schedule** - The Salary Schedule shall be the Salary Schedule attached hereto and marked APPENDIX B.

5.2.1 For all part-time members of the bargaining unit, the salary or increments will be prorated based on the percentage of full-time equivalency.

5.3 **Advancement on Salary Schedule** - A member of the bargaining unit shall be entitled to advance on the salary schedule as follows:

5.3.1 A step on the salary schedule shall be equivalent to a year of service; except as provided below:

5.3.2 Any member whose initial employment is on or between July 1 and December 31 is eligible for a step increase beginning July 1. Any member whose initial employment is on or between January 1 and June 30 is eligible for a step increase beginning January 1. The anniversary date for personnel employed on or before January 3, 1967 is July 1.

5.4 **Longevity Percentages**

5.4.1 **Ten Years** - A member who has served in the Claremont Unified School District for ten (10) consecutive years shall receive an additional 4.75% per month of his/her current placement on the salary schedule. Such credit shall be effective the first of the calendar month next succeeding the tenth anniversary of the date of the initial employment. A bargaining unit member shall be entitled to no more than one such 10-year longevity percentage.
5.4.2 **Fifteen Years** - A member who has served in the Claremont Unified School District for fifteen (15) consecutive years shall receive an additional 9.5% per month of his/her current placement on the salary schedule. Such credit shall be effective on the first of the calendar month next succeeding the fifteenth anniversary of the date of initial employment. A bargaining unit member shall be entitled to no more than one such 15-year longevity percentage.

5.4.3 **Twenty Years** - A member who has served in the Claremont Unified School District for twenty (20) consecutive years shall receive an additional 14.25% per month of his/her current placement on the salary schedule. Such credit shall be effective the first of the calendar month next succeeding the twentieth anniversary of the date of initial employment. A bargaining unit member shall be entitled to no more than one such 20-year longevity percentage.

5.4.4 **Twenty-five Years** – A member who has served in the Claremont Unified School District for twenty-five (25) consecutive years shall receive an additional 19% per month of his/her current placement on the salary schedule. Such credit shall be effective the first of the calendar month next succeeding the twenty-fifth anniversary of the date of initial employment. A bargaining unit member shall be entitled to no more than one such 25-year longevity percentage.

5.4.5 **Thirty Years** – A member who has served in the Claremont Unified School District for thirty (30) consecutive years shall receive an additional 23.75% per month of his/her current placement on the salary schedule. Such credit shall be effective the first of the calendar month next succeeding the thirtieth anniversary of the date of initial employment. A bargaining unit member shall be entitled to no more than one such 30-year longevity percentage.
5.4.6 For all part-time members of the bargaining unit, the longevity percentage will be applied to the prorated salary (see 5.2.1).

5.4.7 In the event a member of the bargaining unit who has already qualified for a longevity percentage is promoted to a higher classification and is placed on the appropriate salary schedule and step according to the provisions of this Article V, Section 5.6, the member shall again be granted the appropriate longevity percentage as follows:

- 4.75% per month upon completion of 10 consecutive years of service in Claremont Unified School District.
- 9.5% per month upon completion of 15 consecutive years of service in Claremont Unified School District.
- 14.25% per month upon completion of 20 consecutive years of service in Claremont Unified School District.
- 19% per month upon completion of 25 consecutive years of service in Claremont Unified School District.
- 23.75% per month upon completion of 30 consecutive years of service in Claremont Unified School District.

5.5 **Temporary Assignment**

5.5.1 Any member of the bargaining unit who is temporarily assigned to work in a position having a salary classification higher than that of the member's regular position for five (5) or more days within a fifteen (15) calendar day period shall receive additional compensation for this service at a rate at least, but not limited to, 5.0% greater than the rate the member receives in the member's regular position. In the event the member of the bargaining unit:

1. Sustains the primary responsibilities of the higher classification position as determined by the supervisor and Assistant Superintendent, Human Resources, and
2. Meets the minimum qualifications for the higher classification position the additional compensation shall be determined by placing the member of the bargaining unit in the salary classification of the position to which the member is assigned on a step with a salary at least 5.0% greater than the rate the member received in the member's regular position.

If the member is assigned to work in the position for twenty-one (21) or more consecutive days, the member of the bargaining unit shall be informed of the increased rate of compensation prior to the assignment to a position having a higher classification, and the member shall have the right to accept or reject the assignment as proposed.

5.5.2 **Summer Session** – Classified positions for summer employment shall be filled as follows:

5.5.2.1 **Regular Summer Positions** - Positions, other than those within the Special Education Department, shall be filled with members of the bargaining unit who have submitted a summer application form. A rotation list shall be established based on seniority for positions within a member’s classification. A member rotates to the bottom of the list if he/she works an assignment during the summer or refuses employment. If no members from that classification apply, the position shall be filled from qualified members in other classifications who have submitted a summer employment form. Members who apply or work during the summer session in classifications other than their contractual year classification have no rights to seniority or rotation status in that summer classification.
5.5.2.2 Special Education – Members assigned during the contractual year to a student or specific program/classroom shall have rights to that position during the summer session, if needed. Should the member elect not to work the summer session, the position will be offered to other members in that classification who work at the school site from which the member declined the summer position. The member selected for this position will be chosen via rotation list, as defined in Article 5.5.2.1.

5.5.2.3 Availability and Compensation for Summer Session - To qualify for a summer assignment, a member must be available for the entire duration of the assignment, unless prior approval is obtained. A member of the bargaining unit shall, for services performed during a summer session, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to the same classification during the regular academic year, if the member works in the same classification. A member, who is hired for a position outside his/her regular classification, shall be placed on his/her regular step in the range for the classification in which he/she has accepted employment, not to exceed a 5% increase from the regular classification to the higher classification or Step 1 of the higher classification if Step 1 exceeds a 5% increase. The member shall submit hourly time sheets in order to be compensated for the hours worked.
The Independence Day holiday will be paid on a pro rata basis if the member is in paid status during any portion of the work days immediately preceding or succeeding the holiday. A member who has accepted a summer assignment that is canceled will remain at the top of the rotation list for the following year, and may be utilized as a substitute for the duration of the summer. Once summer employment starts, no one will have the option of bumping another member from his/her assignment because of seniority. Overtime/additional hours specified in Article 4.9 also apply to summer employment.

5.6 **Promotion to a Higher Classification** - CSEA Members promoted to a higher classification shall be placed on a step in the new classification which represents a salary schedule rate closest to, but at least 5.0% greater than the salary schedule rate represented by the salary schedule placement from which the member is being promoted. The longevity percentage, when appropriate, is then added to the new salary schedule placement.

5.6.1 **Probationary Period** – Effective July 1, 2020, a member who has been promoted to a higher classification shall serve a six (6) month or 130 days of paid service, whichever is longer probationary period in the new position. If a member does not pass their probationary period, member shall be returned to the previous classification in which the member had attained permanency and was serving at the time of promotion.

5.6.2 **Qualifications** - All qualifications being equal, present employees will be given preference in the filling of vacancies for which they apply. If the qualifications, skills, experience, training and quality of past service rendered is equal between present employees, promotions will be on the basis of seniority.

5.7 **Reassignment to Lower Classification** - A member of the bargaining unit assigned to a lower classification as a result of reduction in force will be paid on the step closest to their current salary in the new classification, except that the step placement shall not be greater than the member's current salary.
5.8 **Overtime Compensation**

5.8.1 Prior assignment by the member's immediate supervisor or other designated District manager is necessary for any overtime compensation. Employees shall be notified in advance as to whether overtime compensation will be monetary or taken as compensatory time off. Employees will be notified in advance, if possible, when overtime will be required.

5.8.2 Overtime shall be compensated at one and one-half (1 1/2) times the member's regular rate of pay. Overtime shall be defined as over either (8) hours in one day or over forty (40) hours of work in a normal Sunday through Saturday work week. (See also Article IV: Hours, Section 4.4.4).

5.8.3 The one and one-half (1 1/2) times compensation rate shall be in addition to the member's regular compensation rate when the member is directed to provide service on a holiday.

5.9 **Mileage Allowances**

5.9.1 Members of the bargaining unit whose position and scope of duties require the occasional use of their personal automobiles and who have been specifically authorized in advance by the District management to use their automobiles shall be reimbursed at the rate established by the Board of Education. The member shall be required to file for such reimbursement on the District mileage claim form.

5.9.2 The Board of Education shall establish the rate of reimbursement and specifically authorize such reimbursement to individual members of the bargaining unit whose position and scope of duties requires the regular use of the member's personal automobile. Revised annual proof of insurance is needed.
5.10 Requests for Reclassification - Requests for reclassification may be made by an employee, or their supervisor, when the employee experiences an increase in the complexity of duties being performed which result in that employee performing the job duties of a new or existing classification. An increase in the volume of work does not qualify for a reclassification.

5.10.1 Application – Employees, or supervisors, must complete the Reclassification Request form and submit it to the Human Resources Department.

5.10.2 Reclassification Review Committee Composition - Requests for reclassification shall be reviewed by the Reclassification Review Committee composed of two bargaining unit members appointed by CSEA, two members of management, and the Assistant Superintendent. The two Association members must be in attendance in order for a meeting to take place. If an Association member needs to be absent, a substitute may be identified by the Association president or the meeting may be rescheduled.

5.10.3 Reclassification Review Committee Procedures – Once a request is received, the Assistant Superintendent will forward the request to committee members. The Association members will meet with the employee and determine the nature of the work being performed. The management members will meet with the supervisor to determine the nature of work being performed. Additional documentation or other forms of proof may be requested of the employee or supervisor by any member of the committee. The committee shall meet after these determination meetings have occurred and the collection of documentation is complete.
5.10.4 Recommendations of Committee - Three members of the committee must recommend approval of the request for reclassification of a member into an existing classification for the recommendation to be submitted to the Superintendent. Following receipt of the recommendation from the Committee, if affirmed, the Superintendent shall submit his/her recommendation to the Board no later than the second regular meeting of the Board after receipt. If the committee determines that a reclassification is necessary for a classification/position that does not currently exist, the committee shall refer the issue to the District and Association Bargaining Team. The decision of the Board shall be final. The reclassification effective date shall be the date of the submission of the Reclassification Request Form and members shall be entitled to retroactive pay to that date.

5.10.5 Notification - The affected member(s) shall be notified in writing of the decision by the Assistant Superintendent, or designee, within ten (10) working days of the final meeting of the Committee.

5.10.6 Grievance - The decision of the Committee shall not be subject to the grievance procedure, Article XII.

5.11 Uniforms - Uniform apparel may be issued as the District deems appropriate.

5.12 Professional Growth

5.12.1 Members of the bargaining unit shall be eligible for professional growth stipends upon successful completion of fifteen (15) semester hours of course work or equivalent hours of inservice or adult education courses, under the following conditions:

5.12.1.1 In order to be eligible for credit, all courses must have prior written approval of the Superintendent or designee.

5.12.1.2 Such courses shall be taken during non-duty hours and at the employee's expense.
In order to qualify for credit, the course must be related to the member's job assignment and result in benefit to the District. The District, in its sole discretion, may approve courses unrelated to the member's present job assignment in extraordinary cases where a benefit to the District is anticipated.

Units must be earned at a regionally or professionally accredited college, university, or trade school, or in a District approved adult education program, R.O.P. class, inservice program, or seminar/workshop.

In order to receive credit toward a stipend, the bargaining unit member must complete the course with a grade of "C" or better, or a "Pass" grade. If grades are not given, full attendance must be certified by the instructor of the course, and the member make a written report, acceptable to the District on the content of the course and its benefit to the member's job assignment.

Credit is calculated based on the following: One (1) semester hour of credit in a college, university or community college course is earned by fifteen (15) hours of classroom instruction plus outside preparation or practice as required by the course. Three (3) semester hours require forty-five (45) hours of instruction plus outside preparation and practice.

Credit for adult education classes shall be calculated on the same basis as credit in a college, university or community college course as specified above only if the adult school class requires outside preparation comparable to that required for a college or university course; otherwise said credit shall be calculated on the same basis as an inservice program, seminar or workshop as specified below.

One-half (1/2) semester hour of credit in an inservice program, seminar, or workshop is earned by fifteen (15) hours of classroom instruction prorated on the basis of actual time in class.
5.12.1.7 Proof of successful completion of work is required; that is, a transcript or a signed statement of completion by the teacher, or for inservice programs, seminars or workshops, a written report and verification of attendance as specified in Paragraph 5.12.1.5 above. It is the responsibility of the employee to submit evidence of course completion within four (4) weeks of the end of any course.

5.12.2 A stipend in the amount of $500 will be paid by the District after verification of completion of fifteen (15) semester hours of course work or the equivalent hours of inservice or adult education courses as described above, provided the conditions set forth herein are met. Additional stipends may be earned no more than three (3) times during the member's service to the District.

5.12.3 Application for approval of course plans may be submitted at any time; a minimum of two (2) weeks will be required to process a request.

5.12.4 A committee may be appointed by the joint agreement of the Superintendent and the President of the Association to make any necessary and appropriate further arrangements for this program. The committee will consist of two (2) classified employees, two (2) management employees, and one (1) teacher knowledgeable about adult education.

5.13 Service Appreciation Bonus - In the final year of service prior to retirement a member of the bargaining unit with twenty-five (25) years or more of service with the District shall receive a one thousand dollar ($1,000) service appreciation bonus. To receive this bonus, retiring employees must notify the District no later than three (3) months prior to the date of actual retirement. Notification must be in writing and bonus will be received on the date of actual retirement.
5.14 **Bilingual Stipend** – Members who are identified by the District to use a second language other than English to perform their regular duties shall be paid the Bilingual Stipend at the following levels and prorated by FTE:

- Verbal Interaction - $75 per month
- Verbal Interactions and Meeting Translation - $150 per month
- Verbal Interactions, Meeting and/or Document Translation - $225 per month

Bilingual stipends are subject to the following conditions:

- The unit member must pass a written test and/or oral language competency test and be designated for such an assignment by the District.
- The stipend may be terminated at any time by the District.
- The stipend shall be prorated for part-time employees.
- The District retains the sole right to determine the number and placement of positions to be paid the bilingual differential.
- A member may decline to use a second language and the offer of the bilingual stipend.

5.15 **Mandatory In-service** - Unit members who are required to attend a mandatory inservice that is not during their assigned duty day shall be compensated at their regular rate of pay, or be provided compensating time off if mutually agreed to by both the member and the immediate supervisor. If attending the inservice causes overtime, the member shall be compensated at one and one-half (1 ½) times the regular rate of pay, or be provided equal compensating time.

5.16 **Professional Development Pay** – Unit members who choose to attend a District Professional Development inservice that is not during their assigned duty day and the training is job-related and approved by their immediate supervisor, shall be compensated at the rate of $100 per six (6) hour day.