

**RULES AND REGULATIONS OF THE  
PARAEDUCATORS EMPLOYEES'  
SALARY PLAN**

(Note: Section numbers correspond to the Collective Negotiations Contract, Article 7, Wages, Sections 1 through 5 of Article 7, Wages, do not pertain to the Rules and Regulations of the Salary Plan.)

**Section 6: OVERTIME COMPENSATION**

- A. Unit members other than those referred to in Sections 6.A.2 and 6.A.3 will be compensated for overtime work at the rate of one and one-half (1 ½) times the unit member's regular hourly rate of pay in accordance with the following provisions:
1. Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked in excess of eight (8) hours on a regular workday or in excess of forty (40) hours in one week.
  2. Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of the workweek.
  3. Unit members in assignments of less than four (4) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of the workweek.
  4. Unit members in assignments of ten (10) hours per day/four (4) days per week will be compensated for all time worked in excess of ten (10) hours on a regular workday or time worked on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), or seventh (7<sup>th</sup>) day of the workweek.
  5. Unit members other than those referred to in Sections 6.A.2 and 6.A.3 will be compensated at two (2) times the unit member's regular rate of pay for work performed on any seventh (7<sup>th</sup>) consecutive workday where the unit member has worked hours on the six (6) preceding calendar days entitling him/her to compensation. Only the seventh (7<sup>th</sup>) consecutive workday will entitle the unit member to double time compensation. All other workdays will be paid in accordance with the existing Rules and Regulations of the Paraeducators Salary Schedule.
  6. Unit members assigned to the Outdoor Education Program will be compensated on an overtime basis only for time worked in excess of forty (40) hours in a workweek or for time worked on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the workweek.
- B. For overtime work, unit members other than those referred to in Sections 6.A.2 and 6.A.3 will be compensated at one and one-half (1 1/2) times the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule. Unit members will be compensated at two (2) times the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule for work performed on any seventh (7<sup>th</sup>) consecutive workday where the unit member has worked hours on the six (6) preceding calendar days entitling him/her to compensation. Only the seventh (7<sup>th</sup>) consecutive workday will entitle the unit member to double time. All other workdays will be paid in accordance with the existing rules and regulations contained in this salary schedule.

- C. Overtime of less than six (6) minutes. Overtime worked in units of less than six (6) minutes will be disregarded for purposes of compensation.
- D. Work On Holidays. Work performed by regular unit members on the date of observance scheduled on the District's Master Calendar for any legal or declared holiday enumerated in Article 12, Leave Policies, will be considered as overtime without regard to the number of hours worked on other days of that week and will be compensated at the rate of one and one-half (1 1/2) times the unit member's regular rate of pay for nonexempt unit members and one (1) times the unit member's regular rate for exempt unit members. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- E. Overtime Compensation for Special Pay Additive(s). Compensation for overtime will include any special pay additive(s) and may be in the form of payment by warrant or compensatory time off of equivalent value to such payment. Compensatory time off records should be maintained in the appropriate department/site office and such time off shall be permitted within a reasonable time following the day on which overtime is worked, otherwise, the unit member shall be paid by warrant. To the extent possible, ordinary overtime work and method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and supervisor.

## **Section 7: SPECIAL PAY ADDITIVES**

- A. Shift Differential. A unit member assigned to work a regular, continuing schedule of four (4) hours per day or more in which four (4) hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. is entitled to shift differential pay. Such differential will amount to five percent (5%) above the unit member's regular salary.
- B. Hazard Pay Differential. A unit member will receive a hazard pay differential for assignment to a position designated by the Board of Education as a hazard pay position. A hazard pay position is one which: (1) continuously exposes the unit member to a specific and significant hazard, (2) is clearly dangerous to the health or well being of any unit member so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential will amount to five percent (5%) above the unit member's regular salary.
- C. Bilingual/Biliterate Differential. A unit member will receive a bilingual/biliterate differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally and/or in writing with non-English speaking adults or in sign language with deaf or hard-of-hearing adults for an average of one (1) hour per day. Such differential will amount to five percent (5%) above the unit member's regular salary. Unit members who believe they are eligible for this differential shall be entitled to submit a Position Classification Review Form to the Human Resource Services Division in accordance with applicable district procedures.
- D. Split Shift Differential. A unit member employed to work a regular continuing schedule of more than six (6) hours per day and with a scheduled lunch break of more than two and one-half (2 1/2) hours is entitled to a split shift differential. Such differential will amount to five percent (5%) above the unit member's regular salary.
- E. Longevity Stipends. Effective July 1, 2006, a unit member in an active monthly bargaining unit assignment as of October 1, of each year will receive an annual lump sum longevity stipend in accordance with the following schedule:

<u>Annual Years of Qualifying Monthly District Service Completed</u>	<u>Lump Sum Stipend</u>
8 through 9	\$163.78
10 through 13	\$327.57
14 through 18	\$655.10
19 or more	\$1310.23

Longevity stipends are subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article 7, Section 1. The District shall update current longevity rates on the District's website.

- F. Community Based Instruction Differential. A unit member classified as Instructional Assistant (Special Education) will receive a pay differential for assignment to a position which requires continuing and regular Community Based Instruction (CBI) responsibilities as part of the approved program curriculum. CBI is an activity requiring the unit member to accompany one (1) or more students in the community for the purpose of teaching life skills. Such differential will amount to five percent (5%) above the unit member's regular salary.
- G. Registry of Interpreters for the Deaf (RID) Differential. The Union and the District acknowledge the additional skills and services provided by Educational Interpreters who possess certification from the Registry of Interpreters for the Deaf (RID), and therefore agree to establish a RID differential. A RID-certified unit member classified as Educational Interpreter II or Educational Interpreter III will receive a pay differential if assigned duties which require certification from the Registry of Interpreters for the Deaf. Duties which require such certification are those where interpreting services involve officials from law enforcement and/or Child Protective Services. The unit member's immediate supervisor must authorize the performance of such duties. The differential will be paid in increments of one (1) hour for each full or partial hour worked requiring RID certification. Such differential will amount to ten percent (10%) above the unit member's regular salary.

### **Section 8: INITIAL PLACEMENT ON THE SALARY SCHEDULE**

- A. Position Class. A unit member will be placed in the job class appropriate to the assigned position.
- B. Experience Step. A unit member new to the District will be placed on Step one (1) of the salary grade. The chief human resource officer or designee may authorize a higher step placement within the appropriate salary grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short supply. In such instances, the chief human resource officer or designee will provide written notification to the Union.

### **Section 9: SERVICE INCREMENTS**

- A. Assignment of Four (4) or More Hours Per Day. Effective July 1, 2008, a unit member in a regular monthly assignment of four (4) hours or more per day will be granted a one (1) step salary increase on his/her annual anniversary date until Step six (6) is reached.
- B. Assignment of Less Than Four (4) Hours Per Day. Effective July 1, 2008, a unit member in a regular monthly assignment of less than four (4) hours per day will be granted a one (1) step salary increase until Step six (6) is reached.

## **Section 10: HOURLY AND DAILY PAY CALCULATIONS**

Hourly pay rates for regular classified unit members on monthly salaries and for temporary unit members assigned to job classes on the regular classified salary schedule are determined by dividing the monthly rates by 173.33. (This divisor is an industry-wide norm which represents the average number of working hours in the work month.) Daily pay rates are determined by multiplying the hourly rates by the number of regular hours assigned per workday.

## **Section 11: PART-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS**

- A. A newly hired unit member will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the unit member's regular monthly rate.
- B. A unit member who is promoted or demoted other than on the first workday of the month will have the pay for that month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated and declared holidays.
- C. Salary reductions for all unpaid time in accordance with negotiated contracts and district policy and procedure will involve a reduction in pay at the unit member's daily rate for each day of absence. Total reductions so determined will not exceed the unit member's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of workdays in that month. Salary reductions for fifty percent (50%) sick leave will be at one-half (1/2) of the unit member's daily rate.
- D. An unit member changing mid-year from a conventional work year schedule to a year-round schedule (or vice versa) will have the conventional assignment pay calculation (based on the mid-month promotion rule above) and the year-round pay calculation (based on a daily rate) completed so as to result in equal monthly payments for the remainder of the school year.

The initial pay in the new assignment will be a balancing payment. Year-round classified unit member monthly rates are determined in the following manner: 1) The number of days of service in the traditional work year for the job class is multiplied by the daily rate, determined in accordance with the daily pay calculation method (monthly rate/173.33) x 8, to determine an annual salary. 2) Inasmuch as the year-round assignment has the same number of paid days, the annual salary so determined is divided by twelve (12) to establish the year-round monthly rate.

## **Section 12: COMPENSATION FOR WORKSHOP PARTICIPATION**

The California or federal minimum wage rate (whichever is higher) applies to regular monthly classified unit members of the San Diego Unified School District who participate in workshops at the request of the District. This rate will be paid only for workshop participation outside the unit member's normal workdays and/or hours. Such qualifying workshop participation will be paid at the straight or overtime workshop participation rate in accordance with this Article. Unit members who are required to attend workshops at the request of the District will be paid at their regular straight or overtime rate of pay in accordance with this Article.

### **Section 13: UNIT MEMBERS TRANSFERRING BETWEEN SALARY SCHEDULES**

A unit member transferring between salary schedules will be placed and continued in employment in accordance with the rules and regulations of the salary schedule to which the unit member is transferring without regard to the basis for such transfer (promotion, demotion, etc.).

### **Section 14: PROMOTION**

- A. Promotion From Another Classified Salary Schedule. A unit member who is promoted from a position on another classified unit members' salary schedule to a position on the Paraeducator Salary Schedule, with a higher maximum, salary will first have his/her salary determined in the appropriate grade of the other classified salary schedule in accordance with existing regulations, and then will be paid at the rate in the appropriate salary grade on either salary schedule which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven and one-half percent (7.5%) increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- B. Promotion Within Paraeducator Salary Schedule. A unit member who is promoted from one job class on the Paraeducator Salary Schedule to a higher job class will be placed on the step of the higher salary grade which is at least one full salary grade or approximately five percent (5%) (or, if there is no such step, seven and one-half [7.5%]) in amount above the unit member's salary exclusive of special pay additives at the time of promotion. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- C. Next Service Increment. If a service increment is not immediately due at the time of promotion to a higher job class, it will be granted in the higher job class on the same date it would have been granted in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the unit member has already reached the maximum step on the salary grade of the lower job class, a new service increment due date will be effective on the anniversary date (first [1<sup>st</sup>] day of the month in the month promoted for unit members promoted between the first [1<sup>st</sup>] and fifteenth [15<sup>th</sup>] of the month; first [1<sup>st</sup>] day of the month following the month promoted for unit members promoted on or after the sixteenth [16<sup>th</sup>] of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.
- D. Voluntary Demotion. A unit member who voluntarily accepts a demotion, and who is promoted to the former higher job class within thirty-six (36) months, will be placed on the step of the appropriate salary grade that was held prior to such demotion.
- E. Temporary Out-Of Class Assignments. A unit member temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four (4) workdays within a fifteen (15) calendar-day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such temporary assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by Director, Classified Personnel.

## **Section 15: PLACEMENT IN LOWER JOB CLASS**

- A. Demotions Due to Unit Member Request or Disciplinary Reasons. When a unit member is placed in a position in a lower job class in the same type of work at the unit member's own request, or if a unit member is demoted in accordance with The Employment Regulations for the Classified Service of the San Diego Unified School, the salary step placement on the salary grade for the lower job class will be that which is approximately five percent (5%) (or, if there is no such step, seven and one-half percent [7.5%]) in amount below the unit member's salary in the higher class. Unit members who reach the maximum step in the higher class, or on a step in the higher class, which is more than seven and one-half (7.5%) above the maximum step of the lower job class will be placed on the maximum step of the lower class. The increment due date will remain unchanged until the maximum salary for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work the step placement on the salary grade for the lower job class will be at the same dollar rate. If the rate does not appear in the lower salary grade, the unit member will be placed on the step that will result in the smallest reduction in pay from the current dollar rate.
- B. Demotions Due to Classification Review or in Lieu of Layoff. When a unit member is reassigned to a position in a lower job class resulting from classification review of the position, or demoted in lieu of layoff, or for some other reasons in the district's best interest, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half grade to a whole grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade because the maximum rate is less than the unit member's current pay rate, the unit member's salary, exclusive of any special pay additive, will be maintained as it was prior to demotion for a period not to exceed eighteen (18) months unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the eighteen (18) month period, the salary will be changed to the maximum for the lower job class. A unit member so protected and who is assigned on a temporary basis, for up to ninety (90) calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range for his/her job class as that held at the time of demotion. When such temporarily reassigned unit member is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original eighteen (18) month period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.
- C. Reemployment Rights. Reemployment Rights for Unit Members reassigned to a position in a lower job class resulting from classification review of the position will be determined in the same manner as in Article 18, Layoff and Reemployment, Sections 8 and 9.

## **Section 16: CLASSIFICATION STUDY**

A unit member may request a classification study of his/her position by completing a Position Classification Review Form (available from the Human Resource Services Division), obtaining all necessary signatures, and forwarding the request to the Human Resource Services Division in accordance with the timelines specified in District procedure 7540. Classification studies are excluded from the grievance procedure.