

**RULES AND REGULATIONS OF THE
OFFICE-TECHNICAL AND BUSINESS SERVICES 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 A.6. and A.7. below, will be compensated for overtime work at the rate of one and one-half (1 1/2) times the unit member's regular hourly rate of pay in accordance with applicable state and federal law and the following provisions. Compensation for overtime will include any special pay additives and may be in the form of payment by warrant or compensatory time off of equivalent value to such payment.
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 (1) 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 (6th) and seventh (7th) 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 seventh (7th) 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 (5th), sixth (6th), or seventh (7th) day of the workweek.
 5. Unit members in assignments scheduled over a two (2) week period using a combination of eight (8) days at nine (9) hours, one (1) day at eight (8) hours and one (1) day off will be compensated for all hours worked in excess of the amount scheduled for each day, or for time worked on any other day during the two (2) week period.
 6. Unit members assigned to professional job classes, as defined by current law, will be compensated for overtime at the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in the salary schedule. (These job classes are designated on the classification plan by an asterisk.)
 7. Unit members assigned to job classes exempted from overtime compensation, in accordance with existing law, are not eligible for overtime compensation except as provided in Section 6.D. (These job classes are designated on the classification plan by two asterisks.)

- B. Double Time. Unit members other than those referred to in Sections A.6. and A.7. above will be compensated at two (2) times the unit member's regular rate of pay for work performed on any seventh (7th) consecutive workday where the unit member has worked hours on the six (6) preceding calendar days entitling him/her to compensation. Only the seventh (7th) 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 Article.
- C. Overtime worked in units of less than six (6) minutes will be disregarded for purposes of compensation.
- D. Work on Holidays. Work performed by any exempt or nonexempt unit member on the date of observance scheduled on the District's Master Calendar for any legal or declared holiday enumerated in Article 12, Leave Policies, Section 4, 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. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- E. When compensatory time is earned, the unit member shall be provided the opportunity to take such time off within six (6) work months of accrual. If no such opportunity is provided, the unit member shall be paid for the accrued compensatory time. Compensatory time records should be maintained in the appropriate department/site office.

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 shall 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 placement on the step of the next higher full salary grade which is approximately 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 shall 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. Telecommunications Differential.

1. A unit member assigned to one of the Library/Media classifications is entitled to a telecommunications differential when the site manager certifies that his/her duties include regular, continuing responsibility for the following:
 - a. Directing satellite downlinks at the site including the care and maintenance of a satellite dish and related systems and the organizing and distributing of incoming program information, and
 - b. Serving as site coordinator for teleconference uplinks including coordination with satellite uplink company, television studios, downlink sites, and cable companies as well as assisting in preparing student panelists and others for their involvement in the uplink.
2. Such differential shall amount to five percent (5%) above the unit member's regular salary.

E. 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 shall amount to five percent (5%) above the unit member's regular salary.

F. Longevity Increment. A unit member in an active monthly bargaining unit assignment as of October 1 of a fiscal year will receive an annual lump sum longevity increment payable prior to October 10, in accordance with the following schedule:

<u>Years of Qualifying Monthly District Service Completed</u>	<u>Amount</u>
10 through 13	390.24
14 through 18	780.44
19 or more	1170.66

These stipends shall and shall in the future, be, subject to the same percentage increase(s) by which the salary schedule is increased. (Current longevity rates shall be maintained on the District's website)

G. 1999-00 and Ongoing OTBS Bonus. A permanent or permanent/probationary unit member in an active monthly bargaining unit assignment as of June 1, 1999, and each June thereafter, will receive a lump sum bonus of \$387.72 to be paid by the District August 10 annually. This annual bonus shall be, and shall in future be, subject to the same percentage increase(s) by which the salary schedule is increased.

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 "A" of the appropriate salary grade. The chief human resources officer, Human Resource Services Division, or designee, may authorize a higher step placement within the appropriate 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 resources officer, Human Resource Services Division, or designee, will provide written notification to the Association. When such labor market conditions make it necessary to offer an advanced step placement, and upon acceptance by a new unit member, a present unit member in the same job class as the position approved for the advanced step placement may be moved to the step equivalent to that accepted by the new unit member provided: (1) the unit member has demonstrated performance that warrants advancement; (2) the unit member has skills and abilities comparable to the new unit member; (3) advanced step placement is recommended by the chief human resources officer, Human Resource Services Division, and approved by the Superintendent. In such cases, a new increment due date will be established.
- C. Reinstatement. A former Office-Technical and Business Services unit member who separates from service in good standing and who is not subject to reemployment rights under Article 16 may apply for posted positions for which they are eligible. Employees subsequently rehired under this section will be given full credit for all directly related experience in the San Diego Unified School District within the last ten (10) years.

Section 9: SERVICE INCREMENTS

- A. A regular monthly unit member in an 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 the maximum salary for the job class is attained.
- B. Less Than Four (4) Hours. A regular monthly unit member in an assignment of less than four (4) hours per day will be placed on the "A" step of the appropriate salary grade and will not be eligible for service increments.
- C. Merit Increment. A regular monthly unit member eligible for service increments in accordance with Section 9.A. and whose work performance is deemed to be outstanding may be granted a one (1) step salary increase at any time upon recommendation of the chief human resources officer, Human Resource Services Division, or designee, and approval by the Board of Education. In such instances, the chief human resources officer, Human Resource Services Division, or designee, will provide written notification to the Association. When such a merit increment has been granted, a new anniversary or annual increment due date will be established if such placement is at a step less than the maximum for the job class.

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: PARTIAL-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 working day 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 working days 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. A 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) computed so as to result in equal monthly payments for the remainder of the school year.
 - 1. 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:
 - a. 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.
 - b. 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.
- E. Unit members working at year-round schools shall be paid twelve (12) equal checks.
- F. Unit members on monthly salaries will be paid on the last working day of the month.

Section 12: COMPENSATION FOR WORKSHOP PARTICIPATION

- A. The California or federal minimum wage rate (whichever is higher) will be paid for workshop participation. This rate applies to regular monthly classified unit members of the District who voluntarily 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 Article 7, Section 6, and as set forth in the salary schedule appropriate to the unit member's regular assignment with the District.
- B. 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 Article 7, Section 6, and as set forth in the salary schedule appropriate to the unit member's regular assignment with the District.

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 provisions of the Collective Negotiations Contract to which the unit member is transferring without regard to the basis for 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 employees' salary schedule to a position on the Office-Technical and Business Services Employees' 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 the Office-Technical and Business Services Employees' 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 OTBS Salary Schedule. A unit member who is promoted from one job class on the Office-Technical and Business Services Employees' 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 percent [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 day of the month in the month promoted for unit members promoted between the first and fifteenth of the month; first day of the month following the month promoted for unit members promoted on or after the sixteenth 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. 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 the Director, Classified Personnel.

Section 15: PLACEMENT IN LOWER JOB CLASS

- A. Demotions Due to Employee Request or Disciplinary Reasons. When a permanent 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 permanent unit member is demoted in accordance with Article VI of the Employment Regulations of the Classified Service, the salary step placement on the salary grade for the lower job class will be that which results in the smallest reduction in salary. Unit members on the "E" step in the higher class or on a step in the higher class which is more than seven and one-half percent (7.5%) above the "E" step of the lower job class will be placed on the "E" 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 Position Classification Review or In Lieu Of Layoff
 - 1. Permanent. When a permanent unit member is reassigned to a position in a lower job class resulting from a position classification review, or demoted in lieu of layoff, 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 salary grade to a whole salary 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 permanent 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.

2. Probationary. When a probationary unit member is reassigned to a position in a lower job class for any reason, the step placement on the salary grade for the lower job class will be determined in the same manner as in Section 15.A. above.
3. Permanent/Probationary. When a permanent/probationary unit member is reassigned to a position in a lower job class resulting from a position classification review, or demoted in lieu of layoff, 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 salary grade to a whole salary 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 the number of months of service in the job class from which the unit member is being demoted. At the end of this period, the salary will be changed to the maximum for the lower job class. A permanent/probationary 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 the 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 period of salary protection will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.