

**CHAPTER X
COMPENSATION**

10.1 SALARY ADVANCEMENT WITHIN A CLASS

- A. PAY PERIOD DEFINED. For purposes of compensation, a "pay period" is one calendar month.
- B. STEP ADVANCEMENT. Except as permitted by Section G, each full or part-time regular employee subject to a six month probationary period shall advance to the next higher step in the applicable salary range as follows:

Initial Step:

First day of assignment through completion of the six (6) months or 130 days of probationary work, whichever is longer.

Following Step:

The day following completion of the six (6) month or 130 days of probationary work (which is known as the employee's step anniversary date) through completion of one additional year of service. (Positions designated in Rule 7.1.A serve a one year probationary period. However, advancement to the first following step shall occur as above, following the six month or 130 day period, whichever is longer.)

Following Step:

The employee's anniversary date through completion of one additional year of service.

Following Step:

The employee's anniversary date through completion of one additional year of service.

Following Step:

The employee's anniversary date through completion of one additional year of service.

- C. CREDITABLE PAY PERIOD. A creditable pay period is one in which the employee is compensated for 75% or more of the working days in a given pay period. Fifty percent or more of an employee's pay periods a year must be creditable for service to qualify as one service year.

- D. **YEAR OF SERVICE.** For computing "year of service" for compensation purposes, the yearly basis upon which employees are elected shall be used.
- E. **LEAVE OF ABSENCE.** Employees on leave of absence to attend school for the purpose of improving their efficiency in the work for which they are employed by the Board of Education, as determined by the Department Head under whom the employees serve, shall be permitted to include such time toward qualifying for advancement to the next higher step in the salary range upon return to active service.
- F. **SALARY ON REINSTATEMENT.** Any employee who is reinstated following resignation or reemployed following a layoff for lack of work or lack of funds to a position in the same class in which he had acquired status, under the provisions of Rule 9.3 within 39 months from the last day of paid employment, shall receive the same step in the salary range as at the time of resignation or displacement, provided such salary shall not exceed the maximum salary step for the class to which he shall be assigned.

Reference: California Education Code 45309

- G. **EMPLOYMENT AT ADVANCED RATE.** New employees shall normally be hired at the first step in the salary range for the class. New employees who exceed the minimum qualifications for the class in which they are selected may be employed at higher steps in the salary range by special action of the Board of Education. Factors that shall be considered in determining advanced salary step placement are recruitment difficulty and exceptional or unique qualifications. Salary history may be considered in determining an advanced salary step placement if the candidate voluntarily discloses the information without prompting.
- H. **SATISFACTORY PERFORMANCE RATING REQUIRED.** In order to qualify for advancement to a higher step in the salary range, the last performance report of the employee filed must indicate a level of overall performance not lower than "satisfactory." Advances to a higher step in the salary range may be made to employees with lower ratings upon written recommendation of the Department Head, and with the approval of the Personnel Commission.
- I. **SALARY STEP ON PROMOTION.** A promotion in rank shall result in an employee advancing to that step in the salary range for the class to which promoted that is at least one step (5.5%) above the rate the employee is receiving in the regular (probationary or permanent) class from which promoted, but not more than the maximum of the new class to which promoted. Additional advances in the salary range for the class to which promoted will be made in accordance with the principle established in the Rule 10.B on step advancement.
- J. **WITHHOLDING SALARY ADVANCEMENT.** The Board of Education may withhold a progressive advancement for all employees within a class on an annual basis when such action becomes necessary in order to serve the best interests of the School District.

10.2 SALARY AFTER POSITIONS OR CLASSIFICATIONS ARE RECLASSIFIED OR NEWLY CLASSIFIED

- A. UPWARD. Salary eligibility shall be determined when an incumbent has been placed in a higher class and at which time his/her rate will be adjusted to the nearest higher amount in the new range; however, the increase shall not be less than an amount equal to a one-step increase (5 1/2 percent) in the incumbents present salary rate, provided that such an increase is not more than the maximum salary range rate for the higher class.

- B. DOWNWARD. When a regular classified employee, whether probationary or permanent, is demoted to a position in a lower salary range by an action of the Commission to a newly classified or reclassified position, and the employee has been performing satisfactorily, and no vacancy exists to which he can be transferred without a salary change, the employee's salary shall be continued as a Y-rate. The Y-rate shall terminate on the earlier of these dates:
 - 1. The effective date of an annual salary increase which results in the Y-rate falling within the salary range of the class to which the position was reclassified.
 - 2. The date a vacancy exists in the same class from which the employee was Y-rated; if the employee does not accept the vacancy, but elects to remain in his present position, the Y-rate shall terminate.
 - 3. On the date the Y-rate terminates, salary eligibility shall be determined when an incumbent has been placed in the lower class and at which time his/her rate will be adjusted to the nearest dollar amount of his/her current salary rate provided it does not result in an increase that is more than the maximum salary range rate for the lower class nor an amount equal to more than a one-step increase (5 1/2 percent) in the incumbent's present salary.

- C. AT THE SAME LEVEL. Incumbents shall remain at the same step.

10.3 REALLOCATION OF A CLASSIFICATION

- A. A reallocation of a classification is a change from one salary range to another salary range and includes all positions allocated to the class at the time of the change. Reallocation is based on (1) findings that compensation for a classification are significantly different from market survey data (2) maintenance of the organization's internal relationships with other classifications within and among job families of the classification plan or (3) reallocation of a classification's salary range due to negotiations with a bargaining unit. The Personnel Commission Executive Officer shall determine and direct the methodology for reallocation studies and make recommendations to the Personnel Commission.

- B. When a class is reallocated to a higher salary range, each regular incumbent shall be placed on the step in the higher range that they had reached in the lower range. A change in an employee's rate resulting from a reallocation shall not change their step increment date.
- C. When a class is reallocated to a lower salary range, an employee's salary may be continued as a Y-rate as outlined in section 10.2.B.

10.4 SEQUENCE OF IMPLEMENTATION OF SALARY ACTIONS

- A. When step advancement, reallocation, reclassification, promotion or demotion from or within such class become effective on the same date, incumbents affected by more than one action shall receive salary adjustment for each action in accordance with the following sequence
 - 1. Step advancement
 - 2. Increase or decrease based on reallocation or reclassification of the class.
 - 3. Increase or decrease based on promotion or demotion

10.5 CIVIC CENTER AND ADDITIONAL SCHOOL ACTIVITY ASSIGNMENTS

- A. **ELIGIBILITY FOR ASSIGNMENTS.** Classified employees shall be eligible to receive assignments for work at Civic Center or additional school or community activities in addition to their regular work assignments.

An employee may receive a Civic Center or additional school or community activity appointment whose regular assignment is concurrent with or overlaps the time specified for the additional activity. However, payments for the additional activity will be made only for the actual time worked in excess of the regular daily assignment.

- B. **PRIORITY OF ASSIGNMENTS.** Priority for such assignments shall be given to employees whose regular permanent assignment most closely matches the duties performed. However, when employees in such classes are not available, other classified employees may be used.
- C. **COMPENSATION IN EMPLOYEE'S CLASS.** If the assignment is for work that would be within the scope of the classification of the employee, the employee shall be paid at his regular rate.
- D. **OVERTIME RATE.** Work performed under the provisions of this section shall be compensated as provided under the provisions of Rule 10.4 (Overtime Rule.)

10.6 OVERTIME

- A. **LIMITATION ON OVERTIME WORKED.** Overtime is permitted when required and authorized. No employee shall be required or permitted to work overtime unless such overtime work is authorized by the responsible supervisor. Such overtime shall be approved and reported according to procedures established by the Assistant Superintendent, Human Resource Services, and the appropriate department head. No full-time employee shall work during the period Monday through Thursday more than eight hours beyond his regular assigned time nor more than 20 hours overtime a calendar week, except with the approval of the Assistant Superintendent, Human Resource Services, or the appropriate department head. Time limitations in this rule do not apply to overtime caused by extraordinary emergency such as fire, flood, earthquake, or danger to life and property, or to work upon public, military or naval works of defenses in time of war, as set forth in Section 17, Article XX of the State Constitution.
- B. **RATE OF COMPENSATION FOR OVERTIME.** Overtime shall be paid at the rate of time and one-half of the employee's regular rate of pay when the overtime was worked. Payment may be either in cash or in compensating time off, as determined by the employee's department head or his designated representative. Cash payment shall be made no later than the end of the pay period following that in which the overtime was worked. Compensating time off shall be taken not later than 12 calendar months from the date the overtime was worked, and subject to the approval of the employee's department head or his designated representative. Upon termination of employment, any accrued compensating time off may be paid in cash at the employee's pay rate when the overtime was worked.
- C. **HOURS OF EMPLOYMENT.** Except as may otherwise be provided in Education Code Sections 45127, 45128, 45131, and 45132, overtime shall be computed on the basis of compensated hours of employment in the classified service of the school district in excess of eight hours in any one day or in excess of 40 hours in any calendar week. To be compensable overtime must be ordered and worked.
- D. **HOLIDAYS.** Employees who perform authorized work on days declared to be holidays shall receive compensation at the rate of time and one-half for the holiday. Time and one-half compensation shall be paid in addition to the pay to which the employees may be entitled under Rule 10.6. If a holiday falls on a day Monday through Thursday, the limitation of eight hours of overtime during that period shall be increased by the amount of the reduction of the work week due to holidays.
- E. **ASSIGNMENT OF OVERTIME.** Overtime shall be equitably distributed among qualified members of a given work unit as the circumstances will permit. Need, seniority, availability, and fitness are proper factors in making this distribution.
- F. **EXCLUSION OF SUPERVISORY, ADMINISTRATIVE, OR EXECUTIVE POSITION.** Notwithstanding the provisions of Education Code Sections 45127 and 45128, and in accordance with Education Code Section 45130, the Personnel Commission may designate

classes to be management positions of a supervisory, administrative, or executive nature, having found that the duties, flexibility of hours, salary, benefit structure, and authority of such positions or classes are of such a nature that they should be set apart from those which are subject to the overtime provisions, and that employees serving in such excluded positions or classes will not be unreasonably discriminated against as a result of the exclusion.

Exemptions to the exclusion of employees in these classes from the overtime payment provisions to this rule shall be made by prior authorization of the Board of Education.

10.7 PART-TIME EMPLOYEES

When requested by the Superintendent and so designated by the Personnel Commission, individual substitutes, short-term, or limited-term employees, including those in provisional status, may be authorized benefits accorded regular classified employees by the Board of Education under Section 45136 of the Code.

10.8 HOLIDAYS

- A. **ELIGIBILITY FOR HOLIDAY PAY.** Holiday pay will not be due or granted to otherwise eligible employees under the following circumstances:
 - 1. When a holiday immediately precedes the first day of employment or assignment, either as a regular or limited term employee.
 - 2. When a holiday immediately follows the termination of employment or assignment.
- B. **RATE OF PAY.** Holiday pay shall be at the rate the employee would have received had the day not been a holiday.
 - 1. When a holiday immediately follows the completion of a specific assignment by a regular employee in a position other than the one to which he is regularly assigned the employee shall be compensated for the holiday at the rate of his assignment immediately preceding the holiday.
 - 2. When a holiday immediately precedes the first day of service by a regular employee in a new assignment on a permanent basis, the employee shall be compensated for the holiday at the rate of his assignment immediately preceding the holiday.
- C. **HOLIDAYS DURING CHRISTMAS RECESS.** Employees whose regular assignments do not require their attendance at work during the Christmas recess period, but who have been compensated for any portion of the working day next preceding or immediately following the recess period, shall be entitled to pay for legal holidays. Assigned time shall be the basis for all holiday pay.

- D. **HOLIDAY ON WEEKEND.** When a holiday falls on the first day of an employee's weekend, the employee shall observe the immediate preceding day as though it were a holiday, when a holiday falls on the second day of an employee's weekend, the employee shall observe the following day as though it were a holiday. The two days that employees are not regularly required to work when they are assigned to an atypical workweek will be considered their "weekend."
- E. **HOLIDAY ON VACATION OR PAID LEAVE.** When a holiday occurs while an employee is on vacation or a paid leave of absence, the holiday shall be paid as a holiday and not charged against any leave benefits.
- F. **PAID MILITARY LEAVE.** Paid military leave shall not be deemed to be paid leave of absence for purpose of this rule.
- G. **HOLIDAY PAY FOR WORKING EXCLUDED EMPLOYEE.** If a person serving in an excluded position is required to work on a designated holiday, he/she shall be paid in addition to the regular pay for the holiday, compensation, or be given compensating time off, at a rate not less than his/her normal rate of pay. (Education Code 45130.)

10.9 PAY DIFFERENTIAL FOR SHIFT WORK

- A. **SHIFT DIFFERENTIAL RATES.**
 - 1. All persons in the classified service whose regularly assigned time requires them to work between the hours of 5 p.m. and 12 midnight shall be paid shift differential pay (AA) for each hour or portion of an hour worked; and those whose regularly assigned time requires them to work between 12 midnight and 7 a.m. shall be paid shift differential pay (BB) for each hour or portion of an hour worked. No shift differential pay shall be paid to an employee whose regular shift ends at or before 6 p.m. nor to an employee whose regular shift starts at or after 6 a.m.
 - 2. **DIFFERENTIAL PAY ON DAYS WORKED.** If an employee is regularly assigned to work between 5 p.m. and 7 a.m., less frequently than five days a week, shift differential pay shall be paid only for those days on which such work is done.
 - 3. **FIRST DAY EFFECTIVE.** Shift differential pay shall be paid effective the first day that an employee is assigned to work between 5 p.m. and 7 a.m.
 - 4. **TEMPORARY DAY ASSIGNMENTS.** Employees assigned to shift work on a continuous basis who are nevertheless ordered to temporary day time work for periods of not to exceed 20 working days each shall suffer no reduction in compensation by reason of the temporary change. Shift differential pay shall terminate effective the first day that an employee is reassigned to day time work hours.

5. OVERTIME RATE. Overtime work performed between 5:00 p.m. and 7:00 a.m. shall be paid at the appropriate rate for overtime as provided in Section 10.6.B.
6. TEMPORARY ABSENCE. Employees assigned to shift work on a continuous basis who are temporarily absent on a paid basis shall continue to receive shift differential pay for not to exceed ten working days, except as provided in Paragraph 7 of this section rule (Vacation) and Rule 12.7 (Absence Because of Appearance in Court.)
7. VACATION. Shift differential pay for an otherwise eligible employee while receiving vacation benefits shall be paid in accordance with the provisions of Rule 12.18.

10.10 SALARY DIFFERENTIAL FOR CERTAIN DUTIES

- A. Classifications in a series shall be separated by at least two salary ranges. Classifications serving in a lead capacity shall be separated by a minimum of three salary ranges above the highest-level subordinate. Supervisory, confidential and management classifications shall be separated by a minimum of four salary ranges above the highest-level subordinate. Market data may dictate differences above these minimums.

Reallocations required to conform to this policy shall be authorized simultaneously with any reallocation of an existing classification or establishment of a new classification.

- B. An employee serving in a position designated as confidential but the classification is not, shall receive compensation equal to two salary ranges above the specified salary range for the classification. The confidential differential shall be earned as long as the position remains designated as confidential.
- C. Work Week Including Saturday or Sunday Differential

An hourly differential pay will be paid for hours regularly assigned on Saturday and/or Sunday.

10.11 CAREER INCREMENT

Classified employees are eligible for career increments as established by the Board of Education. Classified employees are eligible for career increment compensation following completion of 14, 19, 24, and 29 years of service with the Long Beach Unified School District. Career increment compensation rates can be found in the current published Classified salary schedules.

- A. A credited year of service is one in which at least fifty percent (50%) of the pay periods are creditable. A creditable pay period is one in which the employee is compensated for at least seventy-five percent (75%) of the working days in the pay period.

- B. Payment of career increment compensation to an employee is on a prorated basis as determined by the number of pay periods in the employee's currently assigned work year, and in accordance with the employee's current percent of assignment, effective the first pay period following attainment of the required number of years of credited service.

10.12 DISTRICT PAID HEALTH INSURANCE OPTIONS UPON RETIREMENT

- A. Effective April 11, 1994, non-bargaining employees will be able to exercise an individual option concerning eligibility for and duration of district-paid health insurance for self and dependents upon retirement.

Option I

- a. Eligibility: At least age 55 at retirement (or STRS members may elect "30 and out" regardless of age) and 17 or more service years with the district. A service year accrues when compensated for at least 50% of a full time assignment.
- b. Duration: Until retiree reaches age 67, except that retirees who are eligible to apply for Medicare coverage at age 65 and fail to do so will not continue to receive district-paid health insurance from age 65 to 67.

Option II

- a. Eligibility: At least age 55 at retirement (or STRS members may elect "30 and out" regardless of age) and 15 or more years of service with the district. A service year accrues when compensated for at least 50% of a full time assignment.
- b. Duration: Until retiree reaches age 65.

- B. Employees who are retiring but do not have the requisite number of years of service with the Long Beach Unified School District to receive paid health insurance by the school district, may elect to purchase health benefits through the district plan. The retiring employee must provide proof that he/she has submitted paperwork into PERS in order to participate in the health benefit plan.

10.13 SICK LEAVE SERVICE CREDIT PLAN

Pursuant to CalPERS guidelines, unused sick leave may be converted into service credit at retirement in accordance with CalPERS guidelines.