

Article 2

Salaries

2.1 Salary Schedules — Improvements

Salary and other benefit improvements for unit members are described in Appendix A.

2.2 Stipends

2.2.1 LRCFT and District representatives shall meet as needed to discuss the possible addition, modification or deletion of stipends or stipend categories. Such review shall consider the modification to or the development of criteria and work requirements expected for the stipend payment as well as the funding source for any additional cost.

2.2.1.1 Regardless of the funding source for a stipend payment, such payment shall follow the guidelines, criteria and compensation levels described in Appendix A or as developed during the term of this contract.

2.2.1.2 New stipends may be requested through the appropriate college administrator by completion of a Faculty Stipend Evaluation Criteria form. (See Appendix C)

2.2.2 Athletics

Coaching stipend compensation shall be as indicated in Appendix A.

2.2.3 Performing Arts

The District shall provide stipends and/or load equity for performing arts faculty, as specified in Appendix A.

2.2.4 Department Chair

The Department Chair Stipend Schedule appears in Appendix A. An explanation of the pay structure can be found in Appendices A and G. The level of stipend is dependent upon the criteria listed in Appendix G.

2.2.4.1 Department Chairs are elected by the department and recommended to the College President for approval. The position of Department Chair is an auxiliary position assumed at the employee's discretion and is not a mandatory assignment.

2.2.4.2 The Area Dean shall meet with each Department Chair individually at least annually to review the Department Chair's responsibilities and performance expectations for the upcoming academic year. If possible, this meeting should take place each spring, after the department chair

elections and before finals. If this is not possible, the meeting must occur no later than the end of the third week of the fall semester. If additional requests, from or through the department faculty or Area Dean, are made during the year that will substantially increase the Department Chair's responsibilities, the Department Chair and Area Dean will meet to discuss and reprioritize the tasks within the originally assigned workload.

2.2.4.3 Responsibilities and Duties

The primary role of a Department Chair is that of a liaison between the department members and the Area Dean. Directly responsible to the Dean of an area / division, the Department Chair advises and assists in performing department-related duties. The Department Chair gains consensus and facilitates communication, coordination, and cooperation among faculty within the department. The Department Chair effectively communicates faculty issues and concerns to the Area Dean. The Department Chair also serves as a liaison between the department members and the college administration and represents the department to the college community.

The Department Chair engages in multiple tasks that are normally beyond the responsibilities of a regular faculty member. The typical duties of a Department Chair may include, but are not limited to:

2.2.4.3.1 Assisting in recommending to the Academic Senate President faculty appointments to hiring and peer review committees;

2.2.4.3.2 Assisting in the recruitment, hiring process, mentoring and evaluation of faculty;

2.2.4.3.3 Assisting in the recruitment and hiring process of substitutes;

2.2.4.3.4 Advising and assisting in the preparation of departmental proposals or requests relating to:

2.2.4.3.4.1 Curriculum;

2.2.4.3.4.2 Department scheduling and

staffing;

2.2.4.3.4.3 Department budgeting;

- 2.2.4.3.4.4 Facilities planning and utilization;
- 2.2.4.3.4.5 Ordering instructional materials for the department, such as textbooks, films, and other items that augment the instructional program (not to be interpreted as overriding the academic freedom of individual faculty members to order instructional materials for their own classrooms);
- 2.2.4.3.5 Initiating and coordinating program review and departmental planning in a timely manner;
- 2.2.4.3.6 Calling regular meetings of the department members and serving as presiding officer at department meetings.
 - 2.2.4.3.6.1 Special meetings may be called by the Department Chair and shall be called at the request of one-third (1/3) of the department members.
 - 2.2.4.3.6.2 The Department Chair shall issue at least five (5) calendar days' written notice of regular meetings to all department members. Whenever reasonable, written notice shall be given of special meetings.
 - 2.2.4.3.7 Deriving department consensus and communicating resulting recommendations with specified timelines to the administration.
 - 2.2.4.3.7.1 The administration shall notify the Department Chair through the Area Dean of issues on which input is sought and allow a reasonable time for response. The Area Dean should make every effort to anticipate these issues at the annual planning meeting (see Section 2.2.4.2).
 - 2.2.4.3.7.2 While the Department Chair is the formal channel for communicating to the administration department consensus on issues identified by faculty of that department, this does

not preclude the right of department faculty to communicate to the administration directly.

2.2.4.3.8 Representing the department as needed in coordination with college committees, college advisory committees, articulation councils/committees, and other educational institutions and governmental agencies and for other duties as agreed.

2.2.4.4 The department members will be provided an opportunity to offer the Department Chair input through the annual submission of the Department Chair Feedback Form. The Area Dean will modify the Feedback Form so that only those identified responsibilities are selected for department faculty input. The input will be gathered only for those responsibilities and performance expectations identified in the meeting between the Department Chair and Area Dean. The Area Dean will distribute the feedback form to all full-time faculty members of the department in March of each year. The Area Dean will collect the Department Chair Feedback Forms and give them to the Department Chair by April 1st each year. The Department Chair Feedback Forms are confidential between the faculty and the Department Chair only and will not be included in the individual's personnel file.

2.2.4.5 Each April, the Department Chair shall receive an annual review of performance by the Area Dean (or designee) that is separate from the faculty feedback received by the faculty. The Area Dean will use the same feedback form as the faculty and note via his/her signature and date that it is the Department Chair's performance review. In the case of an unsatisfactory performance review, the College President may declare a vacancy and request a special election to recommend a replacement. The Department Chair performance review by the Area Dean will not be included in the personnel file.

2.2.4.6 Elections/Recall/Vacancies

2.2.4.6.1 The Area Dean shall be responsible for conducting regular and special Department Chair elections in his/her respective instructional areas. In March of odd numbered years, the Area Dean shall notify department members that elections are to be conducted in

April and that department members may choose to run for Department Chair or submit nominations of other department members.

2.2.4.6.1.1 Department Chair elections shall be held in April of each odd-numbered year.

2.2.4.6.1.2 Department Chairs shall be elected for a two (2) year term beginning the fall semester following the election.

2.2.4.6.1.3 There are no term limitations for incumbent Department Chairs.

2.2.4.6.1.4 Qualified candidates (tenured or third and fourth year tenure-track faculty) shall be placed on the ballot at his/her request or upon nomination by another department member with the concurrence of the nominee in accordance with Section 8.6.5.

2.2.4.6.1.5 Voting shall be by secret ballot distributed to all eligible voters (tenured and tenure-track faculty have one (1) vote) at least three (3) working days before the voting deadline. At least two (2) faculty members should be present to tally the paper ballots or verify electronic results. Tie votes may be resolved by a coin toss.

2.2.4.6.1.6 The candidate receiving a simple majority of votes cast shall be recommended to the College President for appointment. If the College President does not accept the recommendation, another candidate will be selected by election and recommended to the College President.

2.2.4.6.2 Recall petition may be obtained from the Area Dean's office.

2.2.4.6.2.1 In order to initiate a recall, the petition must be returned within thirty (30) calendar days and signed by one-third (1/3) of the department's eligible voters. The Area Dean shall be responsible for verifying petition signatures.

2.2.4.6.2.2 Within thirty (30) calendar days of receipt of a verified petition, the Area Dean shall conduct a recall election. If there is a two-thirds (2/3) majority for recall, the position shall be declared open and a special election held in compliance with Section 2.3 of P-7614.

2.2.4.6.3 A special election shall be held within thirty (30) days of any vacancy.

2.2.4.6.4 If a vacancy is created by the recall or declared by the College President, an incumbent may be re-elected.

2.2.4.6.5 If the remaining term is one (1) semester or less (excluding summer), the replacement shall automatically serve the succeeding term.

2.2.4.6.6 If the remaining term is more than one (1) semester (excluding summer), the special election shall apply only to the remainder of that term.

2.2.5 All Department Chair stipends shall be improved as stated in Appendix A

2.3 Special Project Payment

Payment to a regular or part-time faculty member for a non-classroom assignment which is not part of regularly assigned professional duties and responsibilities and is performed outside the regularly scheduled work day or work year may be paid on an hourly basis or an agreed upon fixed payment. Either form of payment may be used for a special project activity whether such services are paid from general purpose funds, categorical or grant funds. Refer to District policies and regulations for payment or compensation provisions. These payment provisions also apply to special projects assigned to adjunct faculty. A list of ancillary activities (Employment Service Agreements Ancillary Activities) will be maintained in Human Resources and

is available in Appendix C. The LRCFT and District have agreed to fund selected Participatory Governance and College Service activities for adjunct faculty.

2.4 Employee Categories

2.4.1 Regular Faculty Member

A person who is employed in a regular position for more than sixty-seven percent (67%) workload and who has been declared a first-year contract, a second-year contract, a third and fourth year contract, or a tenured employee by the Los Rios Board of Trustees (Board).

2.4.2 Part-Time Tenured Faculty Member

A person who is employed in a position for not more than a sixty-seven percent (67%) workload and who was granted tenure by the Board.

2.4.3 Adjunct Faculty Member

A person who is employed in a faculty position for not more than a sixty-seven percent (67%) workload and who has not obtained first-year contract, second-year contract, third and fourth year contract, or tenured status.

2.4.4 Long-Term Temporary Faculty Member

A person who is employed in a faculty position that:

- 2.4.4.1 is regularly filled by a tenured employee who is temporarily absent, and
- 2.4.4.2 in a position of more than a sixty-seven percent (67%) workload, and
- 2.4.4.3 who has not obtained first-year contract, second year contract, third and fourth year contract, or tenured status.

2.4.5 Categorically-Funded Temporary Faculty Member

A person who:

- 2.4.5.1 is in a faculty position of more than a sixty-seven percent (67%) workload, and
- 2.4.5.2 is funded from categorical funds, and
- 2.4.5.3 has employment rights different from those provided by the Education Code for employee categories 2.4.1 and 2.4.2.

2.5 Salary Schedules

2.5.1 All employees will be paid according to earned step and class placement on the appropriate salary schedule. The salary schedules listed below are included in Appendix A.

Salary Schedule A-164 For tenured or tenure-track faculty working a 164-day work year.

Salary Schedule A-164 For tenured or tenure-track librarians working a 164-day work year at 7.5 hours per day.

Salary Schedule A-174 For tenured or tenure-track faculty working a 174-day work year.

Salary Schedule B-1 For adjunct faculty or overload payments for classroom lecture and laboratory assignments.

Salary Schedule B-2 For adjunct faculty or overload payments for assignments based on a 174-day work year at 7.5 hours per day.

Salary Schedule B-3 For adjunct faculty or overload payments for assignments based on a 164-day work year at 7.5 hours per day.

2.5.2 Salary schedules shall be improved pursuant to terms defined in Appendix A.

2.5.3 Pay Periods and Voluntary Deductions

2.5.3.1 Basic Payment Schedule – Academic Year or Fiscal Year

The District shall schedule payments for services rendered in an academic contract year (164-days) over ten (10) pay periods for regular classroom faculty and librarians. However, faculty members working over a ten-month period (academic year) may elect to receive salary payments over a twelve-month period. If this election is made, all voluntary deductions, including credit union deductions, will be scheduled over the ten-month pay period.

The District shall schedule payments for services rendered in a fiscal contract year (174-days) over twelve (12) pay periods for regular Counselors, Coordinators and College Nurses.

2.5.3.2 Initial Payroll Check

Other than regular faculty who have a fiscal year contract, the initial payroll check for the academic/contract year shall be distributed on September 1. If the academic calendar is modified so that classes

begin in September, LRCFT and District representatives shall discuss the distribution of the initial payroll check.

2.6 Eligibility for Step Placement and Advancement on Salary Schedules A

2.6.1 Regular faculty employees, part-time tenured employees, and temporary faculty employees employed by the District before July 1, 1980, and with continued employment rights as of fall semester 1980, will retain step placement on the appropriate Salary Schedule A until additional step placement is earned in accordance with Section 2.6.3.

2.6.2 Effective July 1, 1980, all faculty employees who meet the requirements for placement on the appropriate Salary Schedule A and who do not qualify for placement as provided in Section 2.6.1 will be placed initially at the appropriate step based on experience.

2.6.2.1 Appropriate step shall be determined upon documentation of past teaching/occupational experience submitted at the time the employee is processed for employment and prior to Board action.

All newly-employed faculty who are employed in a position for more than a sixty-seven percent (67%) workload or who have been approved as first-year contract employees by the Board shall be eligible for step placement credit.

2.6.2.2 Step placement credit for elementary, high school, and college teaching experience and full-time paid vocational experience shall not, in total, exceed a maximum initial placement on the appropriate salary schedule of step 8. Step placement credit shall be granted in accordance with the following procedures:

2.6.2.2.1 Step placement credit for elementary, high school, accredited college, and university teaching experience shall be granted for verified full-time (100%) academic year experience at the rate of one (1) step for each teaching year. This shall include concurrent part-time certificated work at multiple districts, which is equivalent to full-time work in an academic year.

2.6.2.2.2 Accumulated part-time certificated work experience at an accredited college or university, converted to full-time equivalent will be used for up to three (3) years of credit toward initial

salary placement.

2.6.2.2.3 Step placement credit for full-time paid occupational experience shall be granted for experience that is directly related to the job assignment at the rate of one (1) step for each completed year of verified occupational experience.

2.6.2.2.4 All experience must be verified in writing by an authorized representative of the public or private institutions, or the equivalent for self-employed individuals, prior to receiving any consideration for step placement credit.

2.6.2.2.5 Step placement credit excludes the following experience:

- a) Experience as a practice/student teacher, nurse, researcher, librarian, counselor and/or the equivalent;
- b) Experience as an intern;
- c) Experience as an assistant to a teacher, counselor, researcher, librarian, nurse and/or the equivalent where duties are basically as a facilitator or as an aide in the performance of such duties;
- d) Experience as a teaching assistant where the aggregate accumulated annual formula hours teaching load is less than the equivalent of one (1) hour full-time experience of a teacher, counselor, researcher, librarian, nurse or the equivalent, employed by the Los Rios Community College District or less than one (1) year full-time experience at the college where teaching assistant experience was gained.

2.6.2.3 All newly employed faculty who meet the requirements for step placement on the appropriate faculty salary schedule will be placed initially at the appropriate step based on experience, in accordance with Section 2.6.2 above. (See Section 2.9.2)

2.6.2.4 Appropriate step placement shall be determined based on documentation of past teaching/occupational experience submitted at the time the employee is processed for employment.

2.6.2.5 All newly employed faculty who do not meet the eligibility requirements of Section 2.6.2 shall be placed at Step 1.

2.6.3 An increase of one (1) step placement shall be granted the semester after the completion of the specified full-time (100%) assignment, excluding summer service, special project activities and overload assignments, with the Los Rios Community College District.

2.6.3.1 After completion of the full-time assignment, the effective date of the increase of one (1) step placement is as follows:

<u>Date</u>	<u>Employee Category</u>	<u>Salary Step Effective</u>
	Academic Year Work Year	at the beginning of the fall semester or spring semester
	Fiscal Year Work Year	as of July 1 or January 1

2.6.3.2 A maximum of three (3) unpaid regular service days within the defined work year may be incurred without affecting salary step advancement. Any portion of unpaid regular service days (loss of pay hours and/or % reduced load) shall accumulate and be calculated into regular service days. If more than three (3) unpaid regular service days are accumulated within a year from the last step advancement, the next salary step advancement will be withheld until 1.0 annual FTE is worked from the last step increment. Future step advancement will occur annually based on the new step increment semester, assuming no more than three (3) unpaid regular service days are incurred.

2.6.3.3 If any unpaid work days in a fiscal/academic year are a result of a disciplinary action, no step placement shall be granted for the following year.

2.7 Eligibility for Step Placement and Advancement on Salary Schedule B

2.7.1 Adjunct faculty, full-time (100%) regular faculty employed for overload assignments, and full-time (100%) long-term temporary faculty employed for overload assignments shall initially be placed at Step 1 on Salary Schedule B-1, B-2, or B-3. Regular faculty who resign or retire from the District and are subsequently employed as

adjunct faculty shall be initially placed on the Salary Schedule B-1, B-2, or B-3 step earned per 2.7.2 at the time of resignation/retirement.

- 2.7.2 One (1) step placement for service credit shall be granted effective the semester or summer term following the completion of the typical amount of either formula hours or work hours performed by regular tenured or tenure-track faculty.
 - 2.7.2.1 For Salary Schedule B-1 — Each block of 30 formula hours of work performed at the Salary Schedule B-1 rate.
 - 2.7.2.2 For Salary Schedule B-2 — 1305 hours of work performed at the Salary Schedule B-2 rate (174 days at 7.5 hours per day).
 - 2.7.2.3 For Salary Schedule B-3 — 1230 hours for work performed at the Salary Schedule B-3 rate (164 days at 7.5 hours per day).
- 2.7.3 Only work performed in the Los Rios Community College District at the particular Schedule B rate counts towards the related Schedule B service credit.
- 2.7.4 All written offers of employment on Salary Schedule B shall be accompanied by either an hourly salary schedule or a semester salary schedule by percent FTE.

2.8 Initial Class Placement on Salary Schedules A and B

- 2.8.1 Faculty employed by the District before July 1, 1980, and with continued employment rights as of fall semester 1980, will retain class placement on the appropriate salary schedule until additional class placement is earned in accordance with Section 2.8.3.
- 2.8.2 Newly employed faculty shall be placed in the appropriate salary class based on education.
 - 2.8.2.1 Appropriate class shall be determined based upon the documentation of educational achievement submitted at the time the employee is processed for employment and prior to Board approval.
- 2.8.3 All faculty members shall be granted class placement credit for upper division class units, graduate units and advanced degrees completed at a college or university fully accredited in accordance with Title V, Section 53406, the American Bar Association, or the California Bar Association as follows:
 - 2.8.3.1 *Initial Placement*

- 2.8.3.1.1 *Class I* — Bachelor's Degree but fewer than thirty (30) semester units completed beyond a Bachelor's Degree, or less than a Bachelor's Degree.
- 2.8.3.1.2 *Class II* — Master's Degree.
 - 2.8.3.1.2.1 Bachelor's Degree and thirty (30) semester units beyond a Bachelor's Degree.
 - 2.8.3.1.2.2 Associate of Arts Degree or Associate of Science Degree and ninety (90) semester units beyond an Associate of Arts Degree.
- 2.8.3.1.3 *Class III* — Master's Degree and twenty-four (24) semester units beyond a Master's Degree.
 - 2.8.3.1.3.1 Bachelor's Degree and fifty-four (54) semester units beyond a Bachelor's Degree.
- 2.8.3.1.4 *Class IV* — Master's Degree and forty-eight (48) semester units beyond a Master's Degree.
 - 2.8.3.1.4.1 Bachelor's Degree and seventy-eight (78) semester units beyond a Bachelor's Degree.
- 2.8.3.1.5 *Class V* — In addition to meeting all requirements in Class IV, the possession of an earned Doctoral Degree under the following provisions and those in Section 2.8.3:
 - 2.8.3.1.5.1 Doctoral Degrees must be earned in a field directly related to the initial assignment.

2.8.3.2 *Alternate Initial Placement for Career and Technology Faculty Hired Under California Code of Regulations Title 5 Section 53410 (Tech/Voc)*

- 2.8.3.2.1 *Class I* — Associate of Arts, Associate of Science, or Bachelor's Degree.
 - 2.8.3.2.1.1 Faculty hired under California Code of Regulations Title 5 section 53410 who possess a Bachelor's Degree plus two (2) years of full-

time equivalent employment in the discipline being taught; or

2.8.3.2.1.2 Faculty hired under California Code of Regulations Title 5 section 53410 who possess an Associate of Arts Degree or Associate of Science Degree plus six (6) years of full-time equivalent employment in the discipline being taught.

2.8.3.2.2 *Class II* — Master's Degree.

2.8.3.2.2.1 Faculty who possess a Bachelor's Degree and who have completed thirty (30) semester units beyond a Bachelor's Degree.

2.8.3.2.2.2 Faculty who possess a Bachelor's Degree plus two (2) years of full-time equivalent employment in the discipline being taught and who have completed twelve (12) units of education coursework in teaching methodology (see Section 2.8.3.2.2.3.1); or

2.8.3.2.2.3 Faculty who possess an Associate Degree plus six (6) years of full-time equivalent employment in the discipline being taught and who have completed thirty (30) units beyond the Associate Degree, including twelve (12) units of education coursework in teaching methodology (see Section 2.8.3.2.2.3.1).

2.8.3.2.2.3.1 Approved coursework in teaching methodology includes the twelve (12) units of education coursework required for the CSUS Community College Faculty Preparation Certificate or the California

Adult/Vocational
Education Subjects
Designated Teaching
Credential. Human
Resources will
determine
equivalencies for
those with similar
units (i.e., out of
state).

2.8.3.2.2.4 Faculty in the careers and
technology area who possess a
valid, 100% life credential in the
discipline being taught.

2832241 Years of experience
used to obtain the
careers and
technology credential
cannot be used for
step placement.

2.8.3.2.3 *Class III* — Master's Degree and twenty-four
(24) units beyond a Master's Degree.

2.8.3.2.3.1 Faculty who possess a Bachelor's
Degree and who have completed
fifty-four (54) semester units
beyond a Bachelor's Degree.

2.8.3.2.3.2 Faculty who possess a Bachelor's
Degree and who have completed
twelve (12) units of education
coursework in teaching
methodology (Section 2.8.3.2.2.3.1)
and an additional forty-two (42)
units beyond the Bachelor's
Degree.

2.8.3.2.3.3 Faculty who possess a 100% life
credential for careers and
technology subjects (See Section
2.8.3.2.2.4) and who have
completed twenty-four (24)
semester units beyond a life
credential.

2.8.3.2.4 *Class IV*— Master’s Degree and forty-eight (48) units beyond a Master’s Degree.

2.8.3.2.4.1 Faculty who possess a Bachelor’s Degree and who have completed seventy-eight (78) units beyond a Bachelor’s Degree.

2.8.3.2.4.2 Faculty who possess a Bachelor’s Degree and who have completed twelve (12) units of education coursework in teaching methodology (Section 2.8.3.2.2.3.1) and an additional sixty-six (66) units beyond the Bachelor’s Degree.

2.8.3.2.4.3 Faculty who possess a 100% life credential for careers and technology subjects (See Section 2.8.3.2.2.4) and who have completed forty-eight (48) semester units beyond a life credential.

2.8.3.2.5 *Class V*— In addition to meeting all requirements in Class IV, the possession of an earned Doctoral Degree under the following provision and those in Article 2.8.3:

2.8.3.2.5.1 Doctoral Degrees must be earned in a field directly related to the initial assignment.

2.8.4 A faculty member desiring to adjust his/her placement due to the new Associate’s Degree/Vocational Credential and other changes in language pursuant to Section 2.8.3 shall notify the Human Resources Office in writing by August 15 and provide supporting documentation of any potential salary class changes in order to receive an increase for the current academic year. Failure to submit the necessary information by August 15 will cause a forfeiture of the potential placement change for that academic year. Official transcripts and/or advanced degrees must be on file in the Human Resources Department within sixty (60) days after the class placement adjustment becomes effective.

2.8.4.1 Individuals with degrees from foreign institutions must have his/her transcripts/degrees evaluated by a Foreign Degree Evaluation Service to determine his/her equivalency to a U.S. regionally accredited institution.

- 2.8.5 Vocational faculty who receive a 100% life credential based on years of experience cannot use the same years for step advancement.
- 2.8.6 For faculty members new to the District, official college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Human Resources Office within sixty (60) days after the first day of employment with the District.

2.9 Salary Schedule Class Adjustments — Schedules A and B

- 2.9.1 Faculty members who have academic year schedules and who are currently employed by the District shall have class placement adjustments made effective at the beginning of the fall semester. Faculty members who have fiscal year schedules and who are currently employed by the District shall have class placement adjustments made effective July 1.
- 2.9.2 In order for faculty members to receive class placement adjustments, evidence of work completed must be on file by August 15 for adjustment to be effective for the academic or fiscal year. Evidence shall be documents issued by the fully accredited institutions and faculty members shall certify accuracy. Official college transcripts and/or advanced degrees must be on file in the District Human Resources Office within sixty (60) days after the class placement adjustment becomes effective. Adjustments required by documentation provided after the sixty (60) day period will be made at the beginning of the next semester of employment.
- 2.9.3 Credit for class advancement will be granted according to Section 2.8.3 provisions and the criteria listed on the form, Application for Credit for Salary Schedule Advancement for Lower Division Units and Non-Academic Activities. This form is available at the instructional office at each college and in Appendix C. Credit will be given in accordance with the dates described in Section 2.9.1 above for verification received after the sixty-day verification period has expired.
- 2.9.4 For faculty currently employed by the District who gain a change in status, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Human Resources Office within sixty (60) days after either the first day of employment with the District or the change in status. After that period has expired, credit will be given in accordance with the dates described in Sections 2.6.2 and 2.9.1.

2.10 Longevity Service

- 2.10.1 After twenty (20) years of full-time service, subject to Education Code 87731, with Los Rios Community College District, a longevity factor

will be provided to the regular faculty employee, which is four percent (4%) of the member's appropriate range and step. The increase in salary for the longevity factor shall occur at the beginning of the succeeding academic/contract year or semester after the qualifying years of service are completed.

2.10.1.1 Qualifying years of service are based upon service earned as defined in Sections 2.6.3 and 2.7.2.

A maximum of three (3) unpaid work days within a fiscal/academic year will be permitted for calculation of fulfilling the annual service requirement for the longevity factor.

2.10.2 A twenty (20) year longevity factor for less than full-time (100%) tenure-track and adjunct faculty shall be provided after the equivalent of a minimum 300 instructional formula hour block or the equivalent for non-teaching faculty employees has been completed in the Los Rios Community College District. The increase in salary for the longevity factor shall occur only at the beginning of the semester after the qualifying years of service are completed.

2.10.3 When a regular full-time tenured or tenure-track faculty member transfers from another employee unit of the Los Rios Community College District, the related cumulative years of regular paid service credit which were earned by the employee under another unit or collective bargaining contract shall be retained. Cumulative years of qualifying service as defined in each of the collective bargaining agreements with LRCCD shall be combined with qualifying faculty service earned as provided in this contract. The increase in salary for the longevity factor shall occur only at the beginning of the semester after the qualifying years of service are completed.

2.11 Repayment of Money Owed to District

If monies are paid to an employee in excess of the appropriate amount, the employee is liable and responsible to repay the overpayment to the District. The employee shall bring the overpayment to the attention of the District Payroll Office as he/she discovers the overpayment. When the District discovers the error, the Payroll Office shall notify the employee of the amount and nature of the overpayment. The parties agree to the same four-year statute of limitations based on Civil Code regarding overpayments except in cases of fraud or other criminal intent.

2.11.1 If any one of the following conditions applies, the money owed to the District shall be deducted from the next payroll warrant scheduled to be paid to the employee:

- 2.11.1.1 If the employee is notified of the error within seven (7) working days of the date the overpayment is made, followed up by written confirmation from the District; or
 - 2.11.1.2 If the overpayment is \$200 or less; or
 - 2.11.1.3 If the overpayment is the result of overuse of leave privileges; or
 - 2.11.1.4 If the overpayment is an extraordinary amount that the employee would have reasonably been expected to recognize.
- 2.11.2 Any overpayment amount or condition not falling into any of the above categories will be deducted from future salary warrants at a minimum rate of twenty percent (20%) of the employee's monthly gross pay or the agreed-upon repayment terms.
- 2.11.2.1 If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance owed to the District will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the District within thirty (30) days.
 - 2.11.2.2 During any period that the employee is not receiving monthly salary payments, the employee will continue any repayment plan by remitting the appropriate payment to the District Payroll Office by the fifth day of each month.
- 2.11.3 Requests for alternate payment plans may be submitted to the Director of Accounting Services. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the Director of Accounting Services.
- 2.11.4 Disputes regarding overpayments shall be subject to the grievance procedure at Step 3 only. There shall be no appeal to an arbitrator or the Board.
- 2.11.5 The District and/or the employee, without LRCFT representation, may pursue other legal methods of resolution of a dispute regarding the debt.
- 2.11.6 Nothing in this article shall preclude an employee from

voluntarily agreeing to repayment of the debt in larger increments than stated herein.