

HUMAN RESOURCES

Salary Schedules and Guidelines

Salary Guidelines--Reduction in Force

This regulation supersedes Regulation 4680.2.

I. PURPOSE

To define and establish salary guidelines for employees whose positions have changed due to the implementation of reduction-in-force procedures.

II. INCLUSION IN ANNUAL BUDGET

All provisions in this regulation are subject to and contingent upon the inclusion of sufficient funds and positions in the annual budget of the School Board.

III. DEFINITIONS

The following definitions are applicable to terms used in this regulation.

A. Anniversary Date

The most recent date of employment or, if applicable, the date of the employee's last incremental or promotional salary increase.

B. Displacement

An action taken as a result of reduction in force in which an employee is placed in an equal or lower paygrade, job group, or salary lane or at an equal or lower hourly rate.

1. Lateral Displacement

The placement of an employee in a position with no change in paygrade, job group, or salary lane, with or without a reduction in the length of the work year or number of work hours.

2. Redline Displacement Based on Annual Salary

The placement of an employee in a lower job group, paygrade, or salary lane with or without a reduction in length of the work year or number of work hours with rights to retain the salary held prior to the displacement.

3. Redline Displacement Based on a Change From an Annual Salary to an Hourly Rate

|| The placement of an employee in a transportation or food service position with a reduction of length of work year or number of work hours with rights to retain the hourly rate held prior to the displacement.

C. Eligible Employees

Those employees whose positions have been eliminated as identified in the regulations on employment actions related to reduction in force, layoff, and recall.

D. Hourly Rate

|| The rate of pay for transportation and food service employees.

E. Layoff

Separation from employment as a result of reduction in force, which qualifies the employee for severance pay and recall.

F. Length of Work Year

The number of days for which an employee is paid during a given fiscal year.

G. Position

A full-time-equivalent authorization to hire an employee. Each authorized position is identified by a five-digit code that defines the official title for classification and compensation purposes.

H. Recall

The reinstatement or reemployment of an employee in a classification held prior to the reduction-in-force displacement or layoff as defined in regulations on employment actions associated with reduction in force.

I. Reduction in Force

The action taken to reduce the number of allocated positions in the school division. The Division Superintendent may invoke a reduction-in-force action when the School Board determines that an excess number of positions exists due to budget, membership, or program changes.

J. Salary Step

A series of incremental pay levels within a salary range. Movement from one step to a higher step is contingent on service time and satisfactory job performance.

K. Salary Scale Adjustment

An overall change in the salary scale(s) authorized by the School Board.

IV. SALARY DETERMINATION AS A RESULT OF REDUCTION IN FORCE

A. Lateral Displacement

Lateral displacement may occur with or without a change in the length of the work year assigned to an employee. Under lateral displacement, the employee continues to receive any authorized annual salary-scale adjustments and step increases, and the employee maintains the same anniversary date held prior to the displacement.

1. No Change in the Length of the Work Year

When an employee is displaced due to implementation of a reduction in force and there is no change in the paygrade, job group, or salary lane or in the length of the work year, the employee's salary-scale status does not change.

2. Reduction in the Length of the Work Year

When an employee is displaced due to implementation of a reduction in force and there is no change in his or her job group, paygrade, or salary lane status due to the displacement, but the length of the work year is reduced, the employee shall continue to work the longer work year and to receive, for up to two years, the salary for the length of that work year.

B. Redline Displacement Based on Annual Salary

An employee subjected to redline displacement shall be eligible to receive, for up to two years, the salary held prior to the date of displacement with the following provisions: (1) any authorized annual salary-scale adjustments applicable to all employees shall be provided, (2) salary step increases applicable to the employee's redlined salary shall be granted, and (3) the anniversary date of the employee shall not change.

1. When an employee is displaced to a position with the same length work year and a lower job group, paygrade, or salary lane status:
 - a. Initial placement of the employee in the lower job group, paygrade, or salary lane shall be at a dollar amount closest to but not greater than the salary held prior to the displacement (to include longevity steps as applicable). This placement shall subsequently be adjusted for annual salary-scale adjustment,

- applicable step increases, and additional advanced education compensation (teachers only).
- b. The employee shall receive a salary notification and/or a contract that reflects the position and step on the appropriate job group, paygrade, or salary lane to which the employee was displaced and assigned the redlined salary.
 - c. Accumulated time on a hold step shall be credited in the lower job group, paygrade, or salary lane, but movement to longevity step(s) shall remain contingent on length of service.
 - d. If, in less than two years, the annual salary-scale adjustments, salary step increases, and additional advanced education compensation (for teachers) granted on the position to which the employee was displaced become equal to or greater than the redlined salary, the employee's salary will no longer be redlined, but recall rights will be retained.
 - e. At the end of the second year, the employee shall be placed in the position identified in section IV.B.1.a., and no further rights under this regulation shall apply.
2. When an employee is displaced to a position with a shorter length work year and in a lower job group, paygrade, or salary lane status:
- a. Initial placement of the employee at the shorter length work year in the lower job group, paygrade, or salary lane shall be accomplished as follows (to include longevity steps as applicable).
 - (1) The employee shall be placed in the lower job group, paygrade, or salary lane for the length of the work year closest to the length of the work year held prior to the displacement and at a dollar amount closest to, but not greater than, the salary held prior to displacement (to include longevity steps as applicable).
 - (2) The employee shall be placed on the same step of the lower job group, paygrade, or salary lane for the shorter length year as determined in paragraph (1) above.
 - (3) This placement shall subsequently be adjusted for annual salary-scale adjustments, step increases, and additional advanced education compensation (teachers only).
 - b. The employee shall continue to work the length of the work year on which the redlined salary was based.
 - c. The employee shall receive a salary notification and/or a contract that reflects the position to which the employee was displaced with the redlined salary and the length of work year appropriate to the former position.

- d. If, in less than two years, the annual salary-scale adjustments, step increases granted, and additional advanced education compensation (for teachers) on the position to which the employee was displaced become equal to or greater than the redlined salary, the employee's salary and length of work year will no longer be redlined, but recall rights will be retained.
- e. At the end of the second year, the redlining provision ends, and the employee shall be placed permanently at the shorter length work year and appropriate salary in the position identified in section IV.B.2.a.

C. Redline Displacement Based on a Change From an Annual Salary to an Hourly Rate

|| An employee subjected to redline displacement to a transportation or food service position shall be eligible to receive, for up to two years, the hourly rate held prior to the date of displacement and: 1) any authorized hourly rate adjustment granted to employees shall be provided, 2) hourly step increases applicable to the employee's redline hourly rate shall be granted, and 3) the anniversary date of the employee shall not change.

|| When an employee is displaced to a transportation or food service position with a reduced number of available work hours and a lower paygrade or salary lane status:

1. Initial placement of the employee at the reduced hours in the lower paygrade or salary lane shall be accomplished as follows:
 - a. The employee shall be placed in the lower paygrade or salary lane at an hourly rate closest to, but not greater than, the hourly rate of the position held prior to displacement.
 - b. This placement shall subsequently be adjusted for annual hourly rate adjustments and step increases.
2. The employee shall receive a salary notification that reflects the position to which the employee was displaced but the hourly rate held prior to displacement.
3. Movement to a longevity step shall be contingent on length of service.
4. If, in less than two years, the hourly rate, changed by hourly rate adjustments and step increases granted on the position to which the employee was displaced, becomes equal to or greater than the redlined hourly rate, the employee's hourly rate will no longer be redlined, but recall rights will be retained.
5. At the end of the second year, the redlining provision ends, and the employee shall be placed permanently at the position identified in section IV.C.1.a.

D. Severance Pay for Layoff

Employees who have been separated from employment due to reduction in force shall be eligible to receive severance pay. Payment shall be made in the pay period following the issuance of the last paycheck subsequent to the actual date of separation.

1. Calculation of Severance Pay

Complete Years of Service	Weeks of Severance Pay
2 through 5	3 weeks pay
6 through 10	4 weeks pay
11 through 15	5 weeks pay
16 or more	6 weeks pay

2. Method of Payment

All qualifying employees shall receive severance payments through the biweekly pay cycle. Only Social Security, federal tax, and state tax deductions will be taken from severance pay. Health insurance will be made available in accordance with Consolidated Omnibus Budget Reconciliation (COBRA) requirements. Options related to leave payouts will be provided to employees at the time of formal notification of layoff as a result of reduction in force.

E. Salary Determination After Recall

An employee who accepts a position as a result of recall following a reduction-in-force action shall not be eligible for salary redline and shall be placed as follows:

1. Recall to a position with an equal paygrade, job group, or salary lane regardless of length of work year.

If the employee is recalled from layoff and accepts a position with paygrade, job group, or salary lane equal to the position that the employee held prior to the reduction-in-force action, the employee will be placed on the pay step of the paygrade, job group, or salary lane held at the time of layoff. The seniority date held prior to layoff does not change. However, the layoff time period shall be considered to be a break in service.

2. Recall to a position with a lower paygrade, job group, or salary lane regardless of length of work year.

If the employee is recalled from layoff and accepts a position at a lower paygrade, job group, or salary lane, the employee shall be paid based on procedures outlined in section IV.B.1.a. The seniority date held prior to layoff

does not change. However, the layoff time period shall be considered to be a break in service.

3. Recall from another position regardless of length of work year.

If an employee is recalled to a position that the employee held prior to displacement resulting from reduction in force, the employee will be placed in the position on the pay step of the paygrade, job group, or salary lane held at the time he or she was displaced. The seniority date held prior to layoff does not change. However, the layoff time period shall be considered to be a break in service.

F. Salary Determination After Reemployment

An employee who applies for and accepts a position during the recall period, but after being laid off, shall not be eligible for salary redline and shall be placed after layoff as follows:

- 1. Reemployment in a Position With a Higher Paygrade, Job Group, or Salary Lane**

If an employee who has been laid off and competes for and accepts a position with paygrade, job group, or salary lane higher than the position that the employee held prior to the reduction-in-force action, the employee will be placed on the pay step of the paygrade, job group, or salary lane as if the placement were a promotion.

- 2. Reemployment in a Position With an Equal Paygrade, Job Group, or Salary Lane**

If an employee who has been laid off accepts a position with paygrade, job group, or salary lane equal to the position that the employee held prior to the reduction-in-force action, the employee will be placed on the pay step of the paygrade, job group, or salary lane held at the time of layoff. No salary consideration shall be given for a change in the length of work year.

- 3. Reemployment in a Position With a Lower Paygrade, Job Group, or Salary Lane**

If an employee who has been laid off accepts a position at a lower paygrade, job group, or salary lane, the employee shall be paid based on procedures outlined in section IV.B.1.a. No salary consideration shall be given for a change in the length of the work year.

V. BENEFIT DETERMINATION AS A RESULT OF DISPLACEMENT TO A LESS-THAN-12-MONTH POSITION

A. Benefit Deductions When Contract Year or Work Year Is Reduced as the Result of Reduction in Force (RIF)

To ensure that every employee whose contract year or work year is reduced from 12 months to less than 12 months continues to have benefits deducted automatically with no change in retirement status, the following provisions will be made:

1. At the end of the second year of a 2-year, 12-month redline salary provision, the employee will remain in the 12-month contracted position until the start date of the less-than-12-month contracted position.
2. If, at any time during the salary redline period, the salary of the position to which the employee was displaced becomes equal to or greater than the redlined salary, the employee shall now be placed into the displaced position and the redline ends.

B. Annual Leave

Annual leave shall continue to be provided to all employees whose redlined pay is based on a 12-month work year. When an employee reverts to, and is paid based on, a position with a less-than-12-month work year, the following will apply:

1. Employees entitled to accumulated leave days will be granted these days prior to permanent placement in the position with a less-than-12-month work year.
2. The employee will be paid for all accumulated annual leave at the rate of pay applicable to the 12-month redlined salary and at the time the employee assumes the less-than-12-month displaced position.

VI. ALTERNATIVES AVAILABLE TO EMPLOYEES

As an exception to any of the provisions in this regulation, the employee may request permanent placement in the position to which he or she was displaced with the following provisions:

- A. The request must be made in writing to the assistant superintendent, Department of Human Resources.
- B. Annual leave will be paid out immediately for those employees changing from 12-month to less-than-12-month positions.
- C. If the request involves a reduction in the work year, no proration will be made during the first year to accommodate summer benefit deductions.