

LATE PAY RESTITUTION

After years of serious pay errors, City College experienced a true disaster in August 2018. Over 10% of faculty did not receive their August paychecks. Many more were seriously underpaid. Payday fell on the Friday of Labor Day weekend, so some of us didn't even realize there was a mistake until the following week. By that time checks had bounced and rent was late.

In the wake of the disaster, AFT negotiated a late pay restitution policy. The District shall pay restitution of \$100 for every day that pay is late. The formal language is below.

Eligibility

- Applies starting August 31, 2018.
- Only applies when the underpayment is 20% or more of the correct amount.
- Only applies to Spring and Fall semesters, not Summer.
- If the reason for the underpayment was that they put you in the wrong place on the salary scale, then the restitution policy does not apply until the fourth pay cycle after your hire date.
- In August and January, the District has a grace period of 5 business days before the restitution agreement applies. For August 2018, that means they owe you restitution if they have not paid you by September 11th.
- During the August and January grace period, faculty can request an advance on their paychecks. If you don't receive the advance within 48 hours of requesting it, you are owed pay restitution.

Payment

- If you are eligible, restitution is \$100 per calendar day, starting the day after payday.
- Maximum restitution for underpayments for the period from August 2018 through October 18, 2018 (when the BOT approved this policy) is \$1000.
- Maximum restitution for underpayments after October 2018 is \$3000.

How it Works

If you are owed pay restitution, check your paysend notices for the code PAYREST.

If you're owed pay restitution and have not received it, report it to both payroll and AFT by filling out this form: <https://leadernet.aft.org/webform/report-payroll-problems>

**Tentative Agreement
Between the
American Federation of Teachers Local 2121
And
City College of San Francisco
Regarding Pay Restitution Remedy**

The parties, having met and negotiated in good faith, hereby agree to the following:

I. Eligibility

1. This agreement shall not apply to underpayments resulting from improper initial salary placements for the first three (3) pay cycles after first rendering service as a new full-time faculty or new part-time faculty.
2. This agreement shall not apply to underpayments equal to less than 20% of wages owed on the scheduled payday.

II. Underpayment Restitution

1. Any unit member who is paid less than the wages owed to them in a regularly scheduled pay cycle shall receive, as restitution, a sum equal to one hundred dollars (\$100) per calendar day that wages are late.
2. Restitution shall cease to accrue and be due upon payment of wages.

III. Application at the Start of Fall and Spring Semesters

1. The District shall have five (5) business days following the regular payday to make corrections to the August and January payroll before triggering the Pay Restitution Stipend.
2. In the event that an affected unit member requests immediate payment within the five (5) business days, the District shall have forty-eight (48) hours to issue an advance. Failure to issue an advance shall trigger the Pay Restitution Stipend beginning the day the advance was due. Advances shall not be less than ninety percent (90%) of wages owed.
3. This section shall apply only to the start of the Fall and Spring semesters.

IV. Maximum Payments

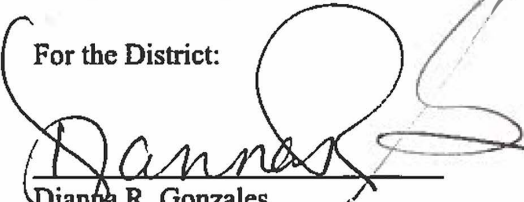
1. For underpayments occurring between August 31, 2018 and the Board approval date of this agreement, the maximum Restitution Stipend paid to a unit member shall be \$1,000.
2. For underpayment occurring after the Board approval date of this agreement, the maximum Restitution Stipend paid to a unit member shall be \$3,000 per underpayment occurrence.

This provision shall not be considered a waiver of any rights a unit member has to pursue a wage claim under federal or state law.

This tentative agreement shall become effective August 31, 2018, subject to Board approval.

Accepted and agreed to this 17th day of October 2018.

For the District:


Diana R. Gonzales
Vice Chancellor, Human Resources

For the Union:


Jennifer G. Worley
President, AFT Local 2121

10-18-18