

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
LOS RIOS COLLEGE FEDERATION OF TEACHERS LOCAL 2279
February 13, 2003**

The Los Rios Community College District and the Los Rios College Federation of Teachers agree to the attached in reference to **Article 2 - Salaries** and **Article 13 – Dispute Resolution**.

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 soon as it is discovered by the employee. 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 (4) year statute of limitations based in 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 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 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 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 the District level only. There shall be no appeal to a Board of Review or the Los Rios Board of Trustees.
- 2.11.5 The District and/or the employees, without LRCFT representation, may pursue other legal methods of resolution of a dispute regarding the debt. In all cases, neither the District nor the employee shall be precluded from pursuing other legal methods of resolution of a dispute regarding the debt.
- d. Failure to reemploy any tenure-track employee may be pursued in accordance with the California Education Code.
 - e. Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - f. Repayment of money owed to District pursuant to section 2.11

The decision of the Board of Review shall supercede all previous decisions and shall become binding on all parties except in cases where the amount in controversy exceeds \$5,000 in which cases the parties may appeal to the Board of Trustees. Cases where the amount in controversy is less than \$5,000 that are settled by the arbitrator shall not be considered precedent setting.

13.5.4.3 The cost of the services of the chairperson of the Board of Review, including per diem expenses, if any, travel and subsistence expenses, the cost of recording the hearings, and any costs ordered by the chairperson will be shared by the Parties. All other costs will be borne by the party incurring them.

13.5.5 *Final Level: Board of Trustees* Except as provided in section 13.5.4.4 regarding matters in controversy of less than \$5,000, the LRCFT or the Chancellor may appeal the decision of the Board of Review to the Board of Trustees. Any appeal by either LRCFT or the Chancellor must be filed with the Secretary of the Board of Trustees within fifteen (15) days after receiving the Board of Review decision. The Board of Trustees shall review the documentation in closed session. Each party may argue its position relative to the reasoning and conclusions of the Board of Review to the Board of Trustees; however, each are controlled by the specific findings of fact of the Board of Review.

The Board of Trustees shall have the right to issue a final decision resulting from its deliberations. If the Board of Trustees does not transmit its decision within sixty (60) days from its receipt of the appeal to the Board of Review decision, then the Parties shall automatically accept the decision rendered by the Chairperson of the Board of Review as being final.

13.6 Time Limits

The District and LRCFT are mutually committed to adhering to the time limits outlined in the dispute resolution process, and a good faith effort will be made towards meeting all time limits.

LOS RIOS COMMUNITY
COLLEGE DISTRICT

LOS RIOS COLLEGE
FEDERATION OF TEACHERS

DATE

DATE