

## **ARTICLE 12: COMPENSATION**

12.100 For purposes of this Article the term “retiree benefits” means health and welfare benefits to which an eligible employee upon retirement is entitled between the ages of 50 and 65 years. “Lifetime benefits” means health and welfare benefits to which an eligible employee upon retirement is entitled for life commencing at the age of 65 years. Any reference to “65 years” in this Article means age at which Medicare eligibility commences. An “eligible employee” is a unit member, who was hired prior to July 1, 1992, has at least ten (10) years of continued service with the District, and meets all requirements for retirement under PERS. The surviving spouse of a retired eligible Option A or B employee may continue health and welfare coverage provided by the District at his/her own expense for a six (6) month period following the death of the employee.

### **Employee Categories:**

#### **Option A**

Employees who upon retirement retain retiree/lifetime health benefits, if eligible, for employee, spouse, qualified disabled dependents as identified by IRS dependent qualifications. District paid benefit coverage provided upon retirement will be the same or equivalent as received immediately prior to retirement.

#### **Option B**

Employees who release lifetime benefits and retain retiree benefits, if eligible, for employee, spouse, qualified disabled dependents as identified by IRS dependent qualifications. District paid retiree benefit coverage will be the same or equivalent as received immediately prior to retirement.

#### **Option C**

Employees who release retiree and lifetime benefits, if eligible, and employees, who are ineligible for retiree and lifetime benefits. Ineligible employees are employees who work less than four hours per day and employees hired on or after July 1, 1992.

For the term of this Agreement unit members shall be paid in accordance with Appendix A, which is attached, incorporated herein by reference and reflects the bargaining unit salary schedules as amended below.

12.101 The District shall continue its practice of paying the employees’ retirement contribution to the Public Employees Retirement System (this employer-paid contribution for the employee is otherwise known as “EPMC”) until December 1, 2013. After December 1, 2013, the District shall not pay the employees’ retirement contribution to PERS and the member shall be responsible for their full contribution. In order to effect this change, it is agreed that upon the cessation of the District payment of employee contributions the EPMC Option C salary schedules at Appendix A shall be increased by seven percent (7%). Employees who are not members of PERS, who have been paid on a different salary schedule shall be moved to the appropriate salary schedule in Appendix A upon the adjustment of the schedules as provided above. The former “EPMC” and “Non-EPMC” salary schedules shall be eliminated and shall be replaced by the new schedule. See Appendix A.

12.102 All range allocations shall be based upon the Option C Salary Schedule. Option A and Option B Schedule ranges are adjusted accordingly.

Option B: 5% less than Option C salary rates.

Option A: 5% less than Option B salary rates.

- 12.103 The District shall provide a 2% increase to the classified salary schedules retroactive to July 1, 2019. This proposal settles all Article 12 issues for 2019-2020 and 2020-2021. In the event the certificated bargaining unit receives an additional compensation increase (including health benefits) during the 2020-2021 school year, CSEA shall have the right to reopen Article 12.
- 12.104 Unit members receiving a rate of pay (e.g. step on the salary schedule or hourly rate) that falls below the California Minimum Wage rate will receive the current Minimum Wage rate effective the date of the Minimum Wage increase.
- 12.110 Upon satisfactory evaluation of performance, unit members shall receive an annual step increment, up to the sixth and final step of an assigned range, on the month of the anniversary date of the unit member's employment. If the anniversary date falls within the first fifteen calendar days of the month, the unit member's increment shall be effective the first day of that month; and if the anniversary date falls outside the first fifteen days, the unit member's increment shall be effective the first day of the subsequent month.
- 12.120 Part-time employees will be paid on a prorated basis in accordance with the practice in existence at the signing of this Agreement.
- 12.121 **Payroll Errors**
- a) Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued not later than (5) work days after the error is discovered or the unit provides notice to the Payroll Department.
  - b) The Payroll Department will provide notification to the employee of any payroll error resulting in overpayment. The overpayment will be deducted in the same number of paychecks in which the overpayment occurred. In no event shall recovery occur for any excess payments made more than one year prior to the notice of error to the employee. All employees are obligated to report suspected errors to the Payroll Department immediately. Should the employee resign or otherwise leave the employment of the District, the balance shall be deducted from the employee's last payroll warrant.

12.130 **Working Out of Classification**

A unit member shall not be required to perform duties which are not fixed and prescribed by the District for any period of time which exceeds five (5) working days within a 15-calendar-day period.

- 12.131 A unit member assigned duties not a part of his/her classification for longer than specified in Section 12.130 of this Agreement shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification in a classification with a higher salary range. If a unit member is assigned to work out of his/her classification in a classification with a higher salary range, the unit member's salary shall be adjusted to the step in the higher classification's range, which is at least 5% above his/her regular rate of pay. If there is no step in the higher range, which is at least 5% higher the employee shall be placed at the maximum step of the range.

12.140 **Required Training**

A unit member who is required to attend training sessions which are required in order to continue his/her employment shall receive compensation as follows:

12.141 When the training session occurs during the unit members regularly assigned working hours, the unit member shall receive his/her regular pay.

12.142 When the training session occurs at any time other than the regularly assigned working hours, the unit member shall receive compensatory time in accordance with Section 5.660 of this Agreement.

12.200 **Longevity Increments**

The computation of a longevity increment shall be based upon the salary schedule in effect at the time the unit member receives the annual salary increment.

Longevity increments shall be granted as follows:

12.210 Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220 Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230 Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

12.300 **Specialized Health Care Stipend**

The Specialized Health Care Stipend shall be calculated as the following percentages of step 2 range 26 (Non-EPMC) schedule C:

1) Daily: 5%, 2) 2-3 times/week: 3%, 3) On-call: 1 ½%

The Emergency Injections Stipend shall be:

\$200/year, \$100/semester, \$20/month

12.310 When a unit member secures advance authorization from the District to use the unit member's vehicle on approved District business, the unit member shall be reimbursed for such use at the rate currently approved by the Board of Education. An insurance affidavit must be on file in the Business Office prior to authorization being granted for use of a private vehicle for District purposes.

12.400 **Health and Welfare**

1. Regular employees hired on or after January 1, 2015 whose regular approved assignment is six (6) hours or more per day shall be eligible for health and welfare benefits as set forth herein. In this way all employees whose regular approved assignment is 30 or more hours per week shall be eligible for health and welfare benefits.

Employees hired before January 1, 2015, and whose regular approved assignment is four (4) hours or more per day on January 1, 2015 shall continue to be eligible for health and welfare benefits. Employees who were hired before January 1, 2015, and whose regular approved assignment is less than four (4) hours per day on January 1, 2015, and who are promoted to positions with more hours after January 1, 2015 will be required to work six (6) hours or more per day in order to be eligible for health and welfare benefits.

2. All employees eligible for health and welfare benefits shall be provided plans which have been determined by the joint Employees Benefits Committee. The District's maximum annual contributions for eligible active employees enrolled in health insurance plans through CalPERS, effective January 1, 2018, are as follows:

The District will contribute toward the actual cost of health insurance premiums for employee only coverage up to a maximum of \$7,762 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for employee plus one dependent coverage up to a maximum of \$15,590 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for family coverage up to a maximum of \$19,854 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

For eligible retirees utilizing the plans above, the District's annual cost shall not exceed the amount stated for the selected plan, less the actual premium cost of life insurance which is not provided for retirees. "Eligible dependents" refers to the legal spouse, domestic partner, or qualified disabled dependent as identified by IRS dependent qualifications, or unmarried child/step child, up to age 26, if declared a dependent on the employee's current tax return.

3. Copies of these plans and the employee contribution rates are available through the District's insurance office and on the District's website.
4. New employees otherwise eligible for benefits will not be covered by health and welfare benefits during the initial thirty (30) days of employment.
5. If measures are required to remain within the above premium contribution limitations, the Joint Employee Benefits Committee will be charged to determine and recommend to the parties additional cost containment measures. If the current level of benefits cannot be offered within the maximum contribution limitations set forth herein, the parties shall immediately meet and address the issue. If the parties cannot reach an agreement on cost reductions for the plans, then employees shall pay the cost of the premium amount above the District contributions provided in paragraphs 2, 3 and 4 above.
6. Effective January 1, 2015, classified employees, who are covered by any health insurance program may choose to forego this benefit during their employment with the District. In the event such employees (who waived their health insurance coverage) incur additional costs to secure coverage in their spouse's insurance plan, the District shall pay \$2,700 per year in tenthsly payments of \$270 in exchange for release of such benefits. Proof of alternative health insurance coverage shall be required on an annual basis by the District from any active employee who chooses to "opt out". Any employee who opts out of the health insurance program during active employment will be given the option to "opt in"

at any time on the giving of reasonable notice if he/she loses eligibility for his/her existing health insurance program due to a change in marital or employment status or other qualifying event.

7. The parties agree that all classified employees shall take whatever steps and actions are necessary to effect any selected changes by completing any and all documentation required by the District and the various health and welfare programs within the designated timelines, including the open enrollment period. CSEA representatives shall cooperate with the District in the transition between the current and agreed upon delivery of health and welfare programs.
8. Classified employees eligible for benefits who fail to sign up for insurance benefits under the District's health and welfare program during the District's annual open enrollment period will only be given the opportunity to sign up for insurance after the conclusion of that open enrollment period within 30 days of any qualifying event as defined by CalPERS or during the next scheduled District open enrollment period. Classified employees eligible for and enrolled in a CalPERS insurance plan under the District's health and welfare program who fail to participate in the District's annual open enrollment period for the ensuing year would remain in the enrolled plan for the ensuing year subject to the terms and conditions of Article 12 and the District's agreement with CalPERS.

12.500 **Part-time Playground Positions**

When a classified employee's assignment also includes service in a part-time playground position, the employee will be eligible for health and welfare benefits based on the combined number of hours of the two positions.

12.600 **TB Unpaid Leave**

Effective January 1, 2015, all unit members are required to undergo a tuberculosis risk assessment or tuberculin exam (intradermal tuberculin test or an X-ray of the lungs) at least once every four (4) years or more often if directed by the District. For post employment examinations, unit members may use the agency determined by the District at no cost to the employee for tuberculosis risk assessment (or tuberculin (TB) exams if required), or the unit member/employee may use an agency of the employee's choice. Any unit member who uses another agency other than the agency determined by the District shall be responsible for the full cost of the tuberculosis risk assessment or TB exam. Unit members shall have the responsibility to ensure that the results of the tuberculosis risk assessment (or TB examination if required) are reported to the District within the District timeline. Unit members who fail to provide the results of the tuberculosis risk assessment or TB examination(s) upon written request to the District within ten (10) days of the expiration date of his/her last tuberculosis risk assessment or TB exam shall be placed on leave without pay until the results of an approved tuberculosis risk assessment or TB exam (if required) is received by the District. Notice to members of upcoming testing requirements shall be made at least 30 calendar days prior to the expiration of the certificate via inter-District mail or e-mail where accessible. Should employees not have access to District e-mail they will be provided a hard copy of the notice.