

**ARTICLE 2:            COMPENSATION**

2.100 For the period of this Agreement, or as mutually agreed otherwise, regular full-time unit members i.e., Teachers, Counselors, Media Specialists, and Psychologists will be paid salaries in accordance with the salary schedules in the Appendix of this Agreement.

2.110 Payment of Salaries All raises and retroactive salaries shall be paid within ninety (90) days of ratification by the Board of Education.

All placements on the salary schedule, movements on the salary schedule, etc. shall be paid within ninety (90) days of submitted verification requirements.

The District shall endeavor to pay money due for stipends, extra pay assignments, mileage, and/or other miscellaneous pay on the check for the pay period for which the assignment was performed, but in no cases shall payment be more than ninety (90) days after the submission for the service or duty.

If payment is made within the above-stated time periods any statutory or other penalties or interest shall not apply and are expressly waived.

2.120 A. The salary schedules are included in this agreement as Appendices B 1-6.

B. A \$3,500 increment annually shall be added to the salary schedule for those teachers who have received a doctorate degree from an institution of higher learning which is accredited by the Western Association of Schools and Colleges or other recognized accreditation organization. A \$1,000 increment annually shall be added to the salary schedule for those teachers who have attained National Board Certification as recognized by the National Board for Professional Teaching Standards (NBPTS). A \$1,000 annual increment shall be added to the salary schedule for a limited term, not to exceed five (5) years, for those teachers who are named as a California Teacher of the Year by the California State Superintendent of Public Instruction. Teachers who are named as a California Teacher of the Year by the California State Superintendent of Public Instruction shall also have access to up to ten (10) released days as necessary during the five year period to fulfil the various responsibilities associated with service as a California Teacher of the Year.

- Appendix B1 - CT/CE -Teacher/Nurse Salary Matrix
- B2 - CC-Counselor Salary Matrix
- B3 - CM-Media Specialist Salary Matrix
- B4 - CP/CO-Psychologist Salary Matrix
- B5 – CS/CU – Speech & Language Salary Matrix

2.130 ROP Salary and ROP Miscellaneous Hourly Rate (Article 17, Section 17.100 and Appendix B6)

*Note: All references to the ROP Salary and ROP Miscellaneous Hourly Rate shall refer to appendix B6.*

2.140 For 1999-2000 and thereafter, increase the teacher/nurse schedule to 185 days.

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2.150 See Appendix B7 for the Extra Pay including Department Chairpersons, Certificated Hourly Rates, Athletics and Special Assignments.

*Note: All references to the Extra Pay including Department Chairpersons, Certificated Hourly Rates, Athletics and Special Assignments shall refer to Appendix B7.*

2.160 Voluntary Buyout of Retiree Medical Benefits

- A. Current active bargaining unit members who are eligible for lifetime benefits and have met the 10 and/or 15 year service requirements outlined in the current agreement and who elect to waive their post age 65 health and welfare benefits shall be paid a \$10,000 buyout payment, if they elect this option. The employee election of this benefit shall be made during the effective dates of this agreement as outlined in Article 1.400. Payment shall be made within 90 days of filing the written election waiver document following consultation with an administrator in the Human Resources office. Said employee shall remain eligible for employee-only health and welfare coverage through a District sponsored HMO plan from retirement to age 65.
- B. Other active bargaining unit members eligible for this benefit and who elect this option but who have not yet reached the 10 and/or 15 year service requirements, will receive the \$10,000 payment within 60 days of reaching the 10 and/or 15 year vesting requirements set forth in the current agreement.
- C. In lieu of the \$10,000 cash buyout, an employee eligible for retiree medical benefits may elect to receive the amounts specified on the Deferred Cash Option Table, dated October 11, 2000 (sliding scale up to \$27,000). These payments shall be paid out in five (5) equal payments commencing in January following retirement.

2.170 Part-time unit members will be paid on a prorated basis in accordance with the practice in existence at the signing of this Agreement.

2.180 Retirees may be hired as teachers. The District shall not provide health and welfare benefits to such a retiree arising out of their employment during the term of their employment. The District will not contribute to STRS on behalf of the retiree during the term of their employment. Retirees who are hired under this article are temporary employees and as such are employed for a specific period of time and do not acquire rights to permanent status. The District shall place these employees on the salary schedule at a maximum of column 2, step 10 of the teacher salary matrix for the duration of their employment with the District while in retirement status.

2.200 The regulations for salary placement and advancement will be according to the provisions of Appendix C.

2.300 Health and Welfare Benefits

2.310 Active Employee and Eligible Retiree Health and Welfare Benefits and Contributions

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2.311 Within the cost maximums set forth below, the District shall pay the actual cost of providing health and welfare benefits (medical, dental, prescription, vision, and for actives only, life insurance) through an HMO plan for all eligible active employees and their eligible dependents, and through an HMO plan for all eligible retirees and their dependents. Eligibility shall be set forth in the current agreement.

The District shall pay the actual cost of the health and welfare benefits up to the following specified District maximum annual contributions. The District shall also make the same contributions for eligible employees who elect to participate in the District offered PPO program. Active employees/retirees shall be assessed the difference between the agreed upon District maximum contributions (“the District CAPS”) as listed below and the actual plan cost, which is commonly referred to as the employee/retiree buy-up cost for the programs. Assessments shall be made through payroll deductions for active employees and monthly contributions paid by retirees. It is recognized that the District’s payroll department will need to adjust employee payroll deductions in light of the increase in the District contribution amount.

2.312 District Annual Contributions for 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 \$7,560 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 \$15,225 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 \$19,425 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.

2.313 District Annual Contributions for Eligible Retirees, enrolled in health insurance plans through CalPERS, effective January 1, 2015, are to be the same as the contributions for active employees enrolled in health insurance plans through CalPERS less the cost of life insurance which is not provided to retirees.

2.314 “Eligible employees” refers to active employees assigned on a full time basis of 50% or more of a FTE. Employees approved to work under the provisions of

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Article 16, Shared Contract, share one teaching position/benefit package which includes one benefit package designation. “Eligible dependents” shall be defined as legal spouse, legal domestic partner, or a child/stepchild up to 26 years of age if not eligible for an employment-based health insurance program or a qualified disabled dependent due to medical necessity. Confirmation of eligibility status will be required by the District’s insurance/risk management office.

- 2.315 “Actual cost” as used in this section shall mean the actual premium paid by the District to the HMO or other provider, if any, for health and welfare benefits, including the cost of medical, dental, vision, and for active employees only life insurance benefits, as provided by the District health and welfare plan.
- 2.316 All Medicare eligible retirees and their dependents, have the option of enrolling in the District provided HMO or PPO plan(s) subject to the provisions of this article, including sections 2.311 and 2.313
- 2.317 Employees who retire from the District who are not eligible for lifetime medical benefits shall have single HMO coverage to age 65 subject to the provisions of Article 2.712. These retirees do not have dependent coverage, however such retirees may purchase dependent benefits at the actual additional cost of such benefits.
- 2.318 Active employees and eligible retirees with dependent benefits shall have the option of paying the additional cost above the maximum amounts set forth above for any plan offered through the District for themselves and/or their dependents. The cost of the buy up for retirees shall be based on the difference between the CAP amounts in section 2.313 and the cost of the plan selected by the retiree plus dependent costs.
- 2.320 All eligible retirees shall enroll in Medicare Parts A and B upon turning 65 years of age.
- 2.321 District Administration of Benefits
  - A. A benefits committee composed of a maximum of five members appointed by the Association and a maximum of five members appointed by the District shall decide upon plans including bids from other providers for new plans and benefits within the maximum cost figures set forth in the Agreement. Both parties agree to fully cooperate in preparation of data for RFP’s and evaluation of responses. Such benefits committee decisions shall be decided by unit vote of the District representatives and the Association representatives. The committee shall not make any decision that would cause the cost of benefits to be above the negotiated maximums set forth in the Agreement. In the event of a deadlock the matter shall be presented to binding arbitration. The arbitrator shall have no authority to make a decision that would cause the cost of benefits to be above the negotiated maximums (“the District CAPS”) set forth in the Agreement. It is recognized that the actual plan total premium costs may exceed the

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CAPS in 2004-05. Commencing with the 2005-06 insurance year, the HMO total premium package costs (medical, dental, vision, and life insurance for active employees) shall not exceed the CAPS provided in sections 2.312 and 2.313.

2.330 Insurance Coverage - Temporary Teachers

2.331 Temporary teachers working less than 75% of the year - insurance ends June 30th if not rehired prior to June 30 for the ensuing school year. If rehired, insurance continues until insurance coverage is available for the new school year.

2.332 Temporary teachers working more than 75% of the year in a T-track assignment - insurance continues through August 31. Temporary teachers working more than 75% of the year in a S-track assignment - insurance continues through July 31.

2.340 All active employees who are covered by the District's health and welfare program and elect to release their annual health and welfare benefits shall receive \$2,700 per year in tenths payments of \$270 in exchange for release of such benefits. This payment is taxable to the employee.

Proof of alternative health insurance coverage will be required annually during open enrollment by the District from any active employee who chooses to opt out. Any active employee who opts out of the health and welfare benefit program during active employment will be given the opportunity to opt in at any time under the terms of the District plan on the giving of reasonable notice, if he/she loses eligibility for his/her existing health insurance program due to a change in insurance status.

2.350 The District will provide notice of the annual open enrollment period to eligible employees. Eligible employees who fail to sign up for insurance coverage 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.

2.400 Former employees, surviving spouse and dependent children may continue the Health Plan provided by the District at his/her own expense as required by state and federal statutes and/or regulations.

2.500 The District shall provide payroll deductions for tax sheltered annuities for the annuity of the unit member's choice.

2.600 The District shall provide for an IRS Section 125 Plan for employee medical and child care contributions.

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2.640 Effect of Leave of Absence

- 2.641 Paid Leave of Absence--An approved paid leave of absence shall not constitute a break in service and shall count as District Service credit toward the consecutive years of service requirements for the Retiree Health and Welfare benefits.
- 2.642 Unpaid Leave of Absence--An approved unpaid leave of absence shall not constitute a break in service, but shall not count as District service credit toward the consecutive years of service requirement for Retiree Health and Welfare benefits.
- 2.643 Disability--A bargaining unit member who qualifies for a STRS or PERS disability and has the required years of District service shall be the exception to the rule of being at least fifty-five years of age to receive Retiree Health and Welfare benefits. The benefit under this section shall be limited to five years of HMO employee only Health and Welfare benefits.

2.700 Retiree Health and Welfare Benefits (excludes life insurance)

2.710 Benefits and Contribution Rates for Eligible Retirees

Benefits for Eligible Retirees Employed on or Before June 30, 1991

The District shall contribute the amounts specified above in this Article toward the cost of medical, dental and vision insurance for each eligible retiree employed by the District on or before June 30, 1991, and who is at least 55 years of age and has worked ten (10) full consecutive years or more for the District immediately preceding retirement. The contributions shall provide benefit coverage for eligible dependent(s) of qualifying retirees.

2.711 Benefits for Eligible Retirees Employed On or After July 1, 1991 and Prior to July 1, 1992

Unit members employed by the District on or after July 1, 1991, must have fifteen (15) years of continuous service in the District and qualify for retirement under the State Teachers Retirement System in order to be eligible for retiree health and welfare benefits as provided in section 2.710.

2.712 Benefits for Future Retirees Who Have 15 years of Service with the District or Who Have 10 Years of Service with the District. (Hired prior to June 30, 1991 and do not have lifetime health and welfare benefits.)

Future retirees aged 55 to 65 who have 15 years of service with the District or those hired prior to June 30, 1991 who have 10 years of service with the District, who do not have lifetime health and welfare benefits shall be provided single HMO coverage subject to the District Annual Contributions for single coverage for eligible retirees per Article 2.313 during the period of their retirement ages 55 to 65, however, this shall not

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be a vested benefit. Retirees eligible for this single HMO coverage benefit for their retirement ages 55 to 65 may at open enrollment elect to release this benefit for payment by the District of \$1,000.00 per year with maximum cumulative payments of \$10,000.00.

2.714 Benefits for Eligible Retirees Retiring Prior to September 1, 1997

The health and welfare benefits (with the exception of life insurance) for eligible retirees shall be at least equivalent to those for active employees and shall be limited to those programs offered by the District.

2.718 In lieu of paying the cost toward a District-selected medical insurance program under section 2.712 above, the District may, at its sole discretion, pay the cost toward comparable Medicare coverage for eligible retirees who qualify for Medicare, whichever is the lesser amount.

2.720 Surviving spouses of retirees may participate in the Health Plan provided by the District at his/her own expense as required by state and federal statutes and/or regulations.

2.730 Retiree and retiree spouse and surviving spouse benefits outlined in 2.720, above shall be managed by the District as outlined in Article 2.321.

2.740 “All retired employees who wish to release their interest in lifetime benefits will be given an annual payment of \$2,700 for up to ten (10) consecutive years. Said annual payment shall cease upon the death of the retiree. The payment shall be prorated from the date of the initial selection by the retiree of this option. This payment is taxable to the retiree. To remain eligible for the above referenced annual payment, the retiree must remain in retirement status with STRS/PERS.”

2.800 Early Retirement

2.810 The District may, at its sole discretion, maintain programs for early retirement and pre-retirement part-time employment as set forth in Appendices D1, D2, D3, and D4.

The District at its sole discretion may implement a retirement incentive program. If implemented, it must be made available to all bargaining unit members meeting the eligibility requirements.

2.820 Unit members who desire to participate in early retirement programs offered by the District must submit their letter of intent to the District in accordance with time lines set forth by the Human Resources Office each year.

2.1000 Extended Work Day Compensation

2.1010 Emergency Service Compensation

In the event a unit member is requested by the Superintendent or designee to work beyond the normal work day or work week to repair an instructional area due to fire,

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flood or vandalism, the unit member shall be paid the miscellaneous rate to a maximum of eight (8) hours.

2.1020 Additional Service Compensation

Unit members shall not be required to perform additional duties during preparation time. Should unit members volunteer to perform such duties, those additional duties that require the loss of preparation time shall be compensated at the miscellaneous hourly rate of pay and shall be paid upon notification and accounting of the time lost. Additional duties before and after the work day must have the immediate supervisor's approval and are paid at a rate equal to the miscellaneous hourly pay.

2.1030 Substitute Service Provision

Unit members who voluntarily provide substitute service shall be paid at the miscellaneous hourly rate of pay, as outlined in Article 2.3000. However, any time worked beyond forty-five minutes shall be credited as having worked one (1) full hour and, at a minimum, any time worked shall be credited as one-quarter (1/4) hour of work.

2.2000 Hourly Salary/Rate of Pay

“Hourly salary” or “hourly rate of pay” shall be determined for unit members as follows:

2.2010 Unit members assigned to an elementary work site shall have their annual salary divided by the number of annual work days, with that quotient divided by six.

2.2020 Unit members assigned to the secondary schools shall have their annual salary divided by the number of annual work days, with that quotient divided by the number of teaching periods. (Senior High has five (5) teaching periods. Middle School has six (6) teaching periods.)

Example: IF: Work days = 185, Annual salary = \$45,000, Teaching periods = 6. THEN: Hourly salary/pay rate = \$45,000, divided by 185 divided by 6 = \$45.54.

2.3000 Miscellaneous Hourly Rate of Pay

“Miscellaneous Hourly Rate of Pay,” as referred to in this agreement shall be defined as .08% of Step 1, Column A salary on the Teacher/Nurse Schedule. “Step 1” as listed in this provision shall not be confused with the “Entry Level Salary.” This provision shall become effective the 1987/1988 year of this agreement. Example: If, Step 1, Column A were \$45,000, then the Miscellaneous Hourly Rate of pay would be \$36.00, calculated as follows: \$45,000 x .0008 = \$36.00.

2.4000 The unit member may request to have his/her salary or a portion of his/her salary electronically transferred to a financial institution of his/her choice. If the County Department of Education offers electronic transfer of salary to a financial institution of the unit member's choice, the District will provide this option to unit members as provided by County regulations.



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2.5000 Stipends, extra duty remuneration, and overtime pay of salary shall be paid to the unit member in a manner so as to legally minimize the effect of additional taxation due to increased compensation in any pay period(s).

2.6000 Mileage

Unit members will be eligible for mileage reimbursement at the current maximum IRS reimbursement rate according to the established practices of the District for such reimbursement. In addition, reimbursement will be available for “Open House,” “Back-To-School” and supervision duties which require a unit member to return to school in the evening and which are not compensated by listed stipends. Payment will be made upon the accumulation of a reimbursable amount in excess of one hundred dollars (\$100.00). Amounts less than \$100.00 shall be submitted at the end of the work year. Payment to be made following the work year.