

ARTICLE VI

Compensation

A. SALARIES:

- 1. **Salary Schedules and Regulations:** The regular rate of pay for each employee in the bargaining unit shall be in accordance with the Salary Schedules available at each work site of the Child Development Centers and Head Start Program offices and on the District web site. The Provisions for Administration of Salary Schedules are incorporated in Appendix B of this Agreement.
- 2. **Biweekly Salary Advance:** Upon submission of a timely request, an employee may be advanced not more than one-half of his/her net pay after deductions every two (2) weeks.
- 3. **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are encouraged to review their salary placement annually and should they believe that they are improperly placed on the salary schedule, they should immediately bring this information to the attention of the District. Adjusted notice of assignments, for subsequent school years, will be available for assigned bargaining unit members on July 1 prior to the start of the subsequent school year.

In the event that an incorrect salary placement results in an underpayment, the District will issue a warrant for approximately ninety (90) percent of the net underpayment from the revolving fund within ten (10) working days from the day the error has been verified and Payroll receives written notification. Full adjustment will be reflected in the employee's next regular pay warrant.

- a. When an employee requests an audit of payroll records beyond the immediately preceding thirty-six (36) months, the employee will be charged for this service at the rate of \$20 per hour. The service fee will be waived if the audit reveals an actual error. The employee may request an estimate of the time involved in the audit prior to authorizing Payroll to proceed.
- b. Within two years of receipt of the annual service credit statement from the State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS), as applicable, employees may request review of a perceived discrepancy in annual service as reported in that statement.

Should the incorrect salary placement result in an overpayment, the following procedures, as outlined in Education Coade section 44042.5, shall apply:

- 1 a. The District shall notify the employee in writing of the overpayment, afford the  
2 employee an opportunity to respond before commencing recoupment actions, and  
3 inform the employee that if the employee disputes the existence or amount of the  
4 District’s claimed overpayment, the District shall first initiate a legal action and  
5 obtain a court order validating the claimed overpayment amount before it may  
6 recover the overpayment amount. If in court the employee is represented by  
7 counsel supplied by TALB, then the provisions of subdivision (b) of Section  
8 3543.8 of the Government Code shall apply to the litigation.  
9
- 10 b. If the employee agrees that the District overpaid them in the claimed amount,  
11 reimbursement shall be made to the school employer through one of the following  
12 methods mutually agreed to by the employee and the school employer: (A) Cash  
13 payment or cash installment payments; (B) Installment payments through payroll  
14 deduction covering at least the same number of pay periods in which the error  
15 occurred; (C) the adjustment of appropriate leave credits, provided that the  
16 overpayment involves the accrual of crediting of leave credits Any errors in sick  
17 leave balances shall only be adjusted with sick leave created and any instalment  
18 shall not exceed the amounts specified in Section 706.050 of the Code of Civil  
19 Procedure.  
20
- 21 c. Absent mutual agreement on a method of reimbursement pursuant to section (2)  
22 above, within 30 days of the employee verifying the overpayment amount the  
23 District shall proceed with recoupment in court pursuant to section (1) above.  
24
- 25 d. An employee who is separated from employment before full repayment of the  
26 overpayment amount owed shall have an amount sufficient to provide full  
27 repayment withheld from any money owed to the employee upon separation,  
28 provided that the state minimum wage is still paid to the employee. If the amount  
29 owed to the District upon separation is insufficient to provide full reimbursement  
30 to the District, the District shall have the right to exercise any and all other legal  
31 means to recover the additional amount owed.  
32
- 33 4. **Pay Warrant Adjustments.** (Education Code, Section 45051) Contract employees  
34 hired after the beginning of the contract year shall be notified at the time of  
35 employment that they will receive a pay adjustment in their first warrant. Contract  
36 employees who resign, retire, go on unpaid leave, or are terminated prior to the end  
37 of their work year may have their last pay warrant adjusted.  
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- 39 5. **Mileage.** Employees who are authorized by the Board of Education to receive  
40 reimbursement for mileage will be reimbursed at the rate per mile established by the  
41 Internal Revenue Service for business mileage.  
42
- 43 6. **Head Teachers (Head Start).** Head teachers shall receive two (2) increments in  
44 addition to their regular step and column placements described in the current salary  
45 schedule.  
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1           7.    **403(b) and 457 Plans.** Unit members may participate in the District approved tax  
 2 sheltered annuity plans, including the 403(b) 457 plans, through voluntary payroll  
 3 deduction. The District shall pay the fees, if any, of a third-party administrator who  
 4 will be responsible for plan administration and compliance. The District shall consult  
 5 with TALB when considering a change in the 403(b) or 457 third party administrator.  
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7           8.    **Catalina Island Employees:**

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 9           a. Full-time employees who actually work and reside on Catalina Island shall  
 10 receive a salary addition as provided in the Certificated Non-Management  
 11 Salary Schedule. In addition, effective the first school day each year, Catalina  
 12 Island employees shall receive a travel expense allowance. For 2025-26, the  
 13 allowance is \$1366.78. Each year thereafter, the allowance will be adjusted by  
 14 the same percentage as the salaries of K-12 unit members. Employees working  
 15 less than full time shall receive a share of the travel expense allowance  
 16 proportionate to the time worked.  
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18    B.    **HEALTH AND WELFARE BENEFITS:**

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 20           1.    **Employee Eligibility.** All bargaining unit employees working fifty (50) percent or  
 21 more of a full-time assignment as defined in Article V (Days and Hours of  
 22 Employment), Sections A. and J., are eligible for health, dental, vision, and life  
 23 insurance benefits as provided in this Article. Effective 2010-11, the employer  
 24 contribution shall be pro-rated for less-than-full time unit members.  
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26           a.    All coverage is effective the first day of paid service or first paid day upon  
 27 return from unpaid leave of absence.  
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29           b.    Any employee in unpaid leave status for a period in excess of thirty (30)  
 30 calendar days may continue health and welfare benefit coverage as provided  
 31 in this Article by personally paying the premiums. The percent of the annual  
 32 premiums to be paid shall be the same as the percent of the contract year  
 33 during which the employee is in unpaid leave status. (For example, a one  
 34 hundred eighty-four [184] day teacher on unpaid leave for one [1] semester,  
 35 i.e., ninety-two [92] days, is responsible for fifty (50) percent of the annual  
 36 benefit premiums.)  
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38           c.    An employee who fails to enroll during open enrollment or within thirty  
 39 (30) days of initial eligibility will be automatically enrolled in the lowest  
 40 cost medical plan, Delta Premier, Vision, and Life.  
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42           d.    Dependents of employees who, pursuant to paragraph c. above, are  
 43 defaulted into the designated District group medical plans are not eligible  
 44 to be enrolled except as follows:  
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46           (1)    During the next open enrollment period; and/or

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(2) Within thirty (30) days of becoming eligible by virtue of such qualifying events as birth, adoption, marriage or registering of a California Domestic Partnership.

2. The 2013 District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full time employees, employee plus one and family coverage shall be based on the 2013 District PPO rates as adjusted by the cost containment changes. The District’s annual maximum contribution excludes District dental and vision insurance.

Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the District shall increase the prior year’s District annual maximum contribution toward individual unit member insurance premiums for District medical plans for full-time employees, employee plus one and family coverage by 3.5%. In the event the elected coverage in a District insurance program exceeds the above stated District maximum annual contribution, the cost difference shall be paid by the unit member through payroll deduction. Employees will be required to pay the cost difference for each plan (except for the lowest cost medical plan) and their selected tier (Employee Only, Employee plus one (1), and Family). The Health Benefits committee shall actively work to limit increases greater than 3.5%, through plan design modifications, vendor selection, wellness programs, and member education. In the event that the combination of the annual PPO rate increase and/or cost containment results in premiums below the District maximum annual contribution described above, that difference will mitigate future rate increases.

Effective January 1, 2016, District plans shall be managed in the following manner:

- a. Effective July 1, 2016 the new plan year shall be based on the fiscal year (12 months). Open enrollment shall take place in May of each year with all plan changes being effective on July 1.
- b. Flexible Spending Accounts will match the District’s fiscal year (July 1 to June 30) with open enrollment taking place in May of each year and all plan changes being effective on July 1. In the initial transition year, the deductibles and out-of-pocket maximums that have accrued during the “short” plan year shall carry over for the first plan year based on the fiscal calendar. The accrued deductible and out-of-pocket maximum then shall reset back to zero on July 1, 2017.
- c. The District Annual Maximum (DAM) shall be converted to the fiscal year by taking the arithmetic average of the DAM for 2016 and 2017 calendar years.

Example:

$$2016-2017 \text{ DAM} = [(2016 \text{ DAM}) + (2017 \text{ DAM})]/2$$

Effective July 1, 2017 the DAM will increase each July 1 by 3.5%.

- 1           3.     The lowest cost District medical plan offered unit members in any given insurance  
2                     year shall not be subject to the District annual maximum contribution described in  
3                     Section 2 above. In the event that the District anticipates that the premiums for the  
4                     lowest cost District medical plan may exceed the District annual maximum  
5                     contribution as described in Section 2 above in the succeeding year, negotiations  
6                     will automatically be initiated to address the excess cost during the next round of  
7                     negotiations.  
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- 9           4.     All eligible unit members retiring from the District after August 31, 2013 shall  
10                    receive the same District annual maximum contribution for District medical plans  
11                    provided to active unit members. The retiree, or un-remarried spouse including  
12                    registered domestic partners of deceased retiree, shall pay the difference to remain  
13                    in the District medical plan through the duration of benefit eligibility, as defined in  
14                    Article VI, Section C. Spouses who remarry and those who register with a new  
15                    domestic partner would not maintain eligibility.  
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- 17          5.     The District shall apply any health benefit cost containment changes, including plan  
18                    design changes, implemented for active employees to retirees.  
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- 20          6.     **Health Insurance.** Employees may choose coverage for themselves and their  
21                    eligible dependents or same gender domestic partners for whom a Declaration of  
22                    Domestic Partnership is currently on file in the office of the Secretary of State for  
23                    the State of California. A choice shall be made from any one of the approved plans  
24                    described below during the enrollment period announced by the Risk Management  
25                    Branch. The District will pay no dollar amount greater than the maximum premium  
26                    equivalent paid to fund the comprehensive plan carrier. The employee must pay  
27                    any additional premium cost. This arrangement is consistent with federal  
28                    regulations concerning health maintenance organizations (HMO).  
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- 30           a.     Kaiser Foundation Health Plan.  
31                    Brief description of coverage: Unlimited lifetime maximum. Continuation  
32                    of existing plan without modification of benefits, except as noted.  
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- 34                    Annual out of pocket maximums are \$1,500 Individual and \$3,000  
35                    Family  
36
- 37                    Physician Visit: \$10 co-pay, effective 7/1/2017.  
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- 39                    Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived  
40                    if the person is admitted to the hospital.  
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- 42                    Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.  
43
- 44                    Prescription Plan: (100 Day Supply): Retail Generic and Non-Formulary  
45                    co-pays are \$5; Retail Brand co-pay is \$10 effective 7/1/17.  
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1                   b.       **HMO Plan.**

2                   Brief description of coverage: Effective March 1, 2013, this plan will be  
3 referred as the HMO TALB plan. The ability to move between the HMO  
4 and Comprehensive Major Medical is no longer available. Continuation of  
5 existing plan without modification of benefits, except as noted.

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7                   HMO. Office visits, \$10; no deductible; hospitalization 100% covered.  
8 Unlimited lifetime maximum.

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10                  Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived  
11 if the person is admitted to the hospital.

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13                  Chiropractic Care (HMO): \$5 co-pay, up to 30 visits per year, effective  
14 1/1/07.

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16                  Prescription Plan: Effective 7/1/18, the HMO prescription plan will revert  
17 to a three (3) system by the provider. Retail co-pay per thirty (30) day  
18 prescription: \$10 formulary; and \$35 non-formulary. Mail order co-pay for  
19 up to ninety (90) day prescription supply: \$5 generic; \$5 generic, \$10  
20 formulary; and \$35 non-formulary.

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22                   c.       **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of  
23 existing plan without modification of benefits, except as noted.

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25                  (a)       Effective January 1, 2016, \$300/\$600 deductible; 20% co-insurance;  
26 \$1,000 individual/\$2,000 family per year out-of- pocket limit (in  
27 addition to deductible).

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29                  (b)       Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-insurance;  
30 \$5,000 individual/\$10,000 family per year out-of-pocket limit (in  
31 addition to deductible).

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33                  (c)       Chiropractic Care PPO: Up to 25 visits per injury. Extra visits must  
34 be deemed medically necessary as of 1/1/22.

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36                  Emergency Room Visit: (In-Network/Out of Network) \$100 co-pay,  
37 effective 7/1/2017. The fee is waived if the person is admitted to the  
38 hospital; subject to plan specifications.

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40                  Prescription Plan: Effective 7/1/2017 the PPO plan will include a  
41 comprehensive prescription program with the following co-pay structure:

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43                  National Formulary: The District shall participate in the National Formulary  
44 to the extent offered by the district PPO Plan’s Pharmacy Benefit Manager  
45 effective July 1, 2016.  
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1                    Retail Pharmacy (30 Day Supply): \$5 co-pay for generic; \$20 co-pay for  
2                    formulary; and \$50 co-pay for non-formulary.

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4                    Mail Order (90 Day Supply): \$0 co-pay for generic; \$20 co-pay for  
5                    formulary; and \$50 co-pay for non-formulary.

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7                    d.     Hearing Aids. Any active employee who is insured under any one of the  
8                    District sponsored medical plans may request reimbursement for the costs  
9                    of hearing aids. The maximum amount of reimbursement shall not exceed  
10                   one thousand dollars (\$1,000) within any three (3) year period. The cost of  
11                   hardware, fitting tests, and other tests related to the hearing aids purchased  
12                   shall be included for reimbursement purposes.

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14                   7.     **Dental Insurance.** The District agrees to provide eligible employees with District  
15                   payment of premium costs. Employees may choose between approved plans  
16                   described below:

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18                   a.     Delta Dental, PPO Plus Premier. This is a continuation of the  
19                   present plan and the District shall continue to pay premium costs  
20                   under this plan for the employee only. The employee may choose  
21                   to pay premium costs for eligible dependents. Maximum amount  
22                   paid by plan per person per calendar year:

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24                                      In-Network PPO Dentists: \$2,200.

25                                      Premier and Out-of-Network Dentists: \$2,000.

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27                   b.     Delta Care USA Dental Health Plan. This is a continuation of the  
28                   present plan. Coverage for both the employee and his/her eligible  
29                   dependents is provided for by this plan.

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31                   8.     **Life Insurance.** Employees whose regular annual salary exceeds fifteen thousand  
32                   dollars (\$15,000) shall be insured for the amount of the annual salary but not to  
33                   exceed fifty thousand dollars (\$50,000); employees whose regular annual salary is  
34                   fifteen thousand dollars (\$15,000) or less shall be insured for fifteen thousand  
35                   dollars (\$15,000). The amount of coverage shall be based upon the salary rate on  
36                   the last day of actual service to the District by the employee.

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38                   9.     **Vision Care Insurance.** The District agrees to provide vision care insurance for  
39                   eligible employees. The EyeMed plan provides one (1) comprehensive  
40                   examination every twelve (12) consecutive months; two (2) pairs of lenses in any  
41                   twenty-four (24) consecutive months. Employee is responsible for paying a ten-  
42                   dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.  
43                   Employees may purchase an enhanced vision plan for the employee, employee plus  
44                   one, or employee plus family through the District. The District standard allocation  
45                   for the Vision Plan will be deducted from the cost of the enhanced plan. The  
46                   remaining costs will be covered through monthly payroll deductions.

10. **Mental Health Care Service.** Employees and eligible dependents shall be provided outpatient mental health care service through the same Health provider in which the unit member is enrolled through the District (i.e. If medical is provided by the PPO, the mental health care is provided through the PPO.)
11. **125 Plan – Flexible Spending Accounts.** Upon securing the appropriate government approval, the District will provide employees the opportunity to participate in a 125 Plan at no administrative cost to the employee. Attendance at informational meetings shall be voluntary.

C. **DURATION OF BENEFITS:**

1. **Retiring Employees After Seventeen Years of Service.** Employees shall be eligible for District-paid premiums for health insurance provided that (a) the employee is age fifty-five (55) or older upon retirement and has seventeen (17) or more service years in the District or (b) the employee has at least thirty (30) years of service credit with STRS or PERS and seventeen (17) or more service years with the District. This benefit shall end when the retiree reaches age sixty-seven (67) on the condition that the retiree, if eligible, applies for coverage under Medicare Part A and B coverage at age sixty-five (65). Eligible employees who fail to apply for such coverage will not receive District-paid premiums for health insurance from age sixty-five (65) to age sixty-seven (67). (Article VI, C, 1, Lines 13-16) The retiree, or unremarried spouse of deceased retiree, may remain in the District plan by paying personally the insurance premiums without any limit on age.

Medicare coverage will be primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments. Additional information is available from the Risk Management Branch. (For health insurance benefits, unit member employees compensated for fifty [50] percent or more of a full-time assignment will receive one [1] year of credit toward the required seventeen [17] years of service.)

Note: Time worked in an hourly assignment (0.0 FTE Position) is not included in service credit, for purposes of eligibility for District-paid premiums for health insurance for retiring employees.

2. **Resigning/Retiring Employees.** Employees who do not qualify under Section 1. above and who resign as of the last day of the school year and after having served a complete contract year immediately prior thereto shall be eligible for District-paid health, dental, vision, and life insurance benefits through September 30 following the school year of service.

Retirees age fifty-five (55) or older may remain in a District plan by paying personally the insurance premiums beginning the first of the month after the employee's retirement date. There is no limit on age. Medicare coverage will be

primary for those employees who are eligible; the District's plan will provide secondary or umbrella coverage over Medicare payments. Additional information is available from the Risk Management Branch.

3. **Temporary Contract Employees.** Persons with temporary contracts who receive a letter of assurance for future employment shall have continuous health, dental, vision, and life insurance benefits through the months of July, August, and September following receipt of the letter of assurance.

4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify and who are disabled and begin drawing STRS/PERS disability payments after June 1, 1979, shall be eligible for District-paid health insurance for the term of the disability but not more than thirty-nine (39) months from the dates of approval of the disability allowance.

5. **Health Insurance Extension.** For employees who do not qualify for benefits as described in Sections C.1. or C.2. or C.3. above, District-paid health, dental, vision, and life insurance coverage shall be extended to the end of the calendar month in which employment is terminated.

6. **Dental Insurance Extension.** Employees who retire from the District may remain in a District plan by paying personally the insurance premiums as provided for in Education Code, Section 7000. Employees who terminate employment with the District may extend their dental insurance at employee expense as provided in the Consolidated Omnibus Budget Reconciliation Act (COBRA). Information should be requested from the Risk Management Branch.

D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be provided by the District at no cost to employees only if District-designated service providers are utilized. The TB testing procedures has added a TB risk assessment questionnaire and, if risk factors are identified, the District shall require TB testing and examination to determine the unit member is free of infectious tuberculosis. The examination shall consist of an approved intradermal tuberculin test (Mantoux), which, if positive, shall be followed by an x-ray of the lungs.

E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual basis to consultation meetings with the District and other employee groups for the purpose of exchanging information on the implementation of health, dental, and vision plans. The District also shall provide the Association the following documents without cost: provider service agreements, financial reports, cost containment reports, and claims information summaries.

F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District agree to form a joint committee to meet on an as needed basis to address the current and projected increases in health care costs. All recommendations will be submitted for

1 consideration to the respective collective bargaining teams for negotiating. The specific  
2 duties of the subcommittee shall include:

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- 4 a. Actively considering health and benefit cost containment measures relating to District  
5 PPO, HMO, vision and dental insurance plans for recommendation to the parties. The  
6 includes, but is not limited to, co-payments and plan design modifications, active rate  
7 bidding by health care vendors/providers and alternative plans. It is the intent that the  
8 subcommittee shall use every reasonable effort to maintain the premiums for the lowest  
9 cost District medical plan below the District annual maximum contribution described  
10 in Section B.2 above.
  - 11
  - 12 b. Membership education intended to fully maximize health benefits in a manner that  
13 encourages cost containment and quality health care (e.g., use of emergency room for  
14 non-emergency matters, use of generics, etc.).
  - 15
  - 16 c. Ongoing data sharing regarding comparable costs and health plans with similar  
17 districts.
  - 18
  - 19 d. Timelines for meetings consistent with making necessary recommendations for  
20 ongoing negotiations and health benefit renewal dates.
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22 Committee representation shall be limited to a maximum of four representatives from each  
23 party. The parties shall utilize consultants and/or facilitators as mutually agreeable. Team  
24 members shall agree to joint training on labor-management facilitation, health benefit  
25 design and how to assess benefit plans and look for cost savings while maintaining quality  
26 health care.

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28 Subject to state or federal regulations, the parties agree that all data and communications  
29 regarding health and welfare benefit programs shall be shared openly between the parties,  
30 including discussions regarding bidding and renewals.

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