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**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 work sites and Provisions for Administration of Salary Schedules 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. 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. Should the incorrect salary placement result in an overpayment, the employee will reimburse the District the full amount of such overpayment on a repayment schedule developed by the District and the employee. In the event of an error favoring the employee or the District, the error shall be corrected retroactively for a period of up to three (3) years dating from the discovery of the error. "Discovery of the error" is defined as the date the District or the employee first receives written notification.
  - 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), employees may request review of a perceived discrepancy in annual service as reported in that statement.

ARTICLE VI - COMPENSATION (continued)

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4. **Pay Warrant Adjustments:**

a. (Education Code, Section 45051) Contract employees hired after the beginning of the contract year shall be notified at the time of employment that they will receive a pay adjustment in their first warrant. Contract employees who resign, retire, go on unpaid leave, or are terminated prior to the end of their work year may have their last pay warrant adjusted.

b. The annual salary of any employee who is employed after the beginning of the school year, or who resigns, retires, is terminated, or goes on unpaid leave prior to the end of the school year shall be computed by comparing the number of days actually worked by the employee (including absence days in paid status) to the total number of working days in the school year.

5. **Additional Assignments:** Bargaining unit employees qualified for additional teaching assignments in School for Adults and/or summer school shall be given priority consideration. Employees selected by the District to fill positions in the Additional Assignments Schedule shall be paid at the rates and in the manner described in that schedule.

6. **Occasional Projects:** Employees elected by the governing board to work additional days on projects related to their primary job responsibilities shall be paid at District hourly rates as described in the Additional Assignments Schedule.

7. **Catalina Island Employees:**

a. Full-time employees who actually work and reside on Catalina Island shall receive a salary addition as provided in Schedule 1. In addition, effective the first school day each year, Catalina Island employees shall receive a travel expense allowance. For 1999-2000, the allowance is \$621. Each year thereafter, the allowance will be adjusted by the same percentage as the salaries of K-12 unit members. Employees working less than full time shall receive a share of the travel expense allowance proportionate to the time worked.

b. Upon employee request, the District shall provide costs not to exceed \$250 for moving possessions and an automobile to Catalina Island.

c. The District shall pay employee costs of routine transportation to and from in-service training meetings required by the District.

ARTICLE VI - COMPENSATION (continued)

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8. **Camp School Teachers:**

- a. Outdoor Education employees shall be paid daily expenses at regular District rates when in Long Beach to substitute in regular schools.
- b. Outdoor Education employees who are assigned occasionally to teach in Long Beach shall be reimbursed for one (1) round-trip per week at the contract rate as per Section A.9. of this Article.
- c. Outdoor Education employees who agree to work weekends shall be furnished housing and storage for the school year. Arrangements shall be determined by the director/ principal of the camp in consultation with the employees.
- d. The District shall furnish, to employees returning to camp, storage facilities during vacation periods for personal belongings normally used at camp during the year.
- e. Outdoor Education employees shall be allotted thirteen (13) meals per week at no cost to the employee when working at the Outdoor Education school.

9. **Mileage.** Employees who are authorized by the Board of Education to receive reimbursement for mileage will be reimbursed at the rate per mile established by the Internal Revenue Service for business mileage.

B. **HEALTH AND WELFARE BENEFITS:**

1. **Employee Eligibility.** Bargaining unit employees working fifty (50) percent or more of a full-time assignment as defined in Article V, Section A.11., (exclusive of job sharing, Article V, Section A.14.) are eligible for health, dental, vision, and life insurance benefits as provided in this Article.
- a. All coverage is effective the first day of paid service or first paid day upon return from unpaid leave of absence.
  - b. Any employee in unpaid leave status for a period in excess of thirty (30) calendar days may continue health and welfare benefit coverage as provided in this Article by personally paying the premiums. The percent of the annual premiums to be paid shall be the same as the percent of the contract year during which the employee is in unpaid leave status. (For example, a one hundred eight-two [182] workday teacher on unpaid leave for one [1] semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the annual benefit premiums.)

ARTICLE VI - COMPENSATION (continued)

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c. Effective 9/1/06, an employee who fails to enroll during open enrollment or within thirty (30) days of initial eligibility will be automatically enrolled in Blue Shield PPO, Delta Premier, Vision, and Life.

d. Dependents of employees who, pursuant to paragraph c. above, are defaulted into the designated District group medical plans are not eligible to be enrolled except as follows:

- (1) During the next open enrollment period; and/or
- (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. **Health Insurance.** Employees may choose coverage for themselves and their eligible dependents or same gender domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any one of the approved plans described below during the enrollment period announced by the Risk Management Branch. The District will pay no dollar amount greater than the maximum premium equivalent paid to fund the comprehensive plan carrier (Blue Shield). The employee must pay any additional premium cost. This arrangement is consistent with federal regulations concerning health maintenance organizations (HMO).

a. **Kaiser Foundation Health Plan.**  
Brief description of coverage: Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted.

Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.

Prescription Plan: Retail co-pay per one hundred (100) day prescription - \$5.

b. **California Physician's Service, Blue Shield.**  
Brief description of coverage: The ability to move between Blue Shield HMO and Comprehensive Major Medical is no longer available. Continuation of existing plan without modification of benefits, except as noted.

- (1) HMO. Office visits, \$5; no deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted.

ARTICLE VI - COMPENSATION (continued)

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Chiropractic Care (Blue Shield HMO): \$5 co-pay and 26 visits per year, effective 1/1/07.

(2) **COMPREHENSIVE MAJOR MEDICAL.** Lifetime maximum of one million dollars (\$1,000,000). Continuation of existing plan without modification of benefits, except as noted.

(a) Preferred Provider - \$200/\$400 deductible; 20% co-insurance; \$500 individual/\$1,000 family per year out-of-pocket limit (in addition to deductible).

(b) Out-of-Network Provider - \$400/\$800 deductible; 40% co-insurance; \$3,000 individual/\$6,000 family per year out-of-pocket limit (in addition to deductible).

Walgreens Prescription Plan. Retail co-pay per thirty (30) day prescription: \$5 generic; \$10 name brand. Mail order co-pay for up to one hundred (100) day prescription supply: \$10 generic/\$20 name brand.

c. **PacifiCare of California.**

Brief description of coverage: No deductible; hospitalization 100% covered. Unlimited lifetime maximum. Continuation of existing plan without modification of benefits, except as noted. Office visit - \$5.

Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.

Prescription Plan. Retail co-pay per thirty (30) day prescription supply: \$5 generic; \$10 name brand.

d. CCN-EPO & CCN-PPO plans will be eliminated as of 1/1/07.

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

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

ARTICLE VI - COMPENSATION (continued)

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a. **Delta Dental Plan of California, Premier Plan.** This is a continuation of the present plan and the District shall continue to pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents. Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).

b. **Delta Care Dental Provider Organization, Option A.** The District shall pay premium costs under this plan for the employee only. The employee may choose to pay premium costs for eligible dependents.  
  
Maximum amount paid by plan per person per calendar year is two thousand dollars (\$2,000).

c. **Delta Care (PMI) Dental Health Plan.** This is a continuation of the present plan. Coverage for both the employee and his/her eligible dependents is provided for by this plan.

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

5. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible employees. The Medical Eye Services plan provides one (1) comprehensive examination every twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24) consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible per calendar year. Prior enrollment in the plan is required.

6. **Mental Health Care Service.** Employees and eligible dependents shall be provided outpatient mental health care service through PacifiCare Behavioral Health except that:

a. Employees in Kaiser Foundation Health Plan who are not currently receiving services through PacifiCare Behavioral Health will receive mental health care through Kaiser.

b. Employees in PacifiCare of California who are not currently receiving services through PacifiCare Behavior Health will receive mental health care through PacifiCare of California.

ARTICLE VI - COMPENSATION (continued)

- 1 c. Employees in either Kaiser Foundation Health Plan or PacifiCare of  
2 California who are currently receiving services through PacifiCare  
3 Behavioral Health may, at their discretion, continue to receive mental  
4 health services from their PacifiCare Behavioral Health provider.  
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6 The District pays all premium costs.  
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- 8 7. **125 Plan.** Upon securing the appropriate government approval, the District  
9 will provide employees the opportunity to participate in a 125 Plan at no  
10 administrative cost to the employee. Attendance at informational meetings  
11 shall be voluntary.  
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13 C. **DURATION OF BENEFITS:**  
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- 15 1. **Retiring Employees After Seventeen Years of Service.** Employees shall be  
16 eligible for District-paid premiums for health insurance provided that (a) the  
17 employee is age fifty-five (55) or older upon retirement and has seventeen  
18 (17) or more service years in the District or (b) the employee has at least  
19 thirty (30) years of service credit with STRS or PERS and seventeen (17) or  
20 more service years with the District. This benefit shall end when the retiree  
21 reaches age sixty-seven (67) on the condition that the retiree, if eligible,  
22 applies for coverage under Medicare Part A coverage at age sixty-five (65).  
23 Eligible employees who fail to apply for such coverage will not receive  
24 District-paid premiums for health insurance from age sixty-five (65) to age  
25 sixty-seven (67). The retiree, or unremarried spouse of deceased retiree, may  
26 remain in the District plan by paying personally the insurance premiums  
27 without any limit on age.  
28

29 Medicare coverage will be primary for those employees who are eligible; the  
30 District's plan will provide secondary or umbrella coverage over Medicare  
31 payments. Additional information is available from the Risk Management  
32 Branch. (For health insurance benefits, unit member employees compensated  
33 for fifty [50] percent or more of a full-time assignment will receive one [1]  
34 year of credit toward the required seventeen [17] years of service.)  
35

- 36 2. **Resigning/Retiring Employees.** Employees who do not qualify under  
37 Section 1. above and who resign as of the last day of the traditional school  
38 year and after having served a complete contract year immediately prior  
39 thereto shall be eligible for District-paid health, dental, vision, and life  
40 insurance benefits through September 30 following the school year of service.  
41

42 Resigning/retiring employees (regular or temporary contract) who complete a  
43 full year of service and who were originally employed in the District on a  
44 year-round calendar with salary prorated over two hundred sixty (260) days  
45 will have benefits provided through September 30 following the school year  
46 of service.

ARTICLE VI - COMPENSATION (continued)

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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 on traditional calendar 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. 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 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.

ARTICLE VI - COMPENSATION (continued)

1 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and  
2 District agree to form a joint committee to meet on an as needed basis to address the  
3 current and projected increases in health care costs. All recommendations will be  
4 submitted for consideration to the respective collective bargaining teams for  
5 negotiating.  
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