

Tentative Agreement Between
Pacifica School District and
Laguna Salada Education Association
For the 2014-15 through 2016-17 school years

The provisions of the 2007-2009 Collective Bargaining Agreement between the parties, as amended by subsequent ratified agreements, shall remain in full force and effect except as specifically modified below in this Tentative Agreement.

ARTICLE 1 — AGREEMENT

1.1 Parties to the Agreement

This is an agreement made and entered into this, the first day of April, 2015 between the Pacifica School District (hereinafter referred to as "District"), and the Laguna Salada Education Association/California Teachers Association/National Education Association (hereinafter referred to as "Association").

1.2 Negotiations

The parties agree that, for the ~~2007-2008 and 2008-2009~~ 2015-2016 and 2016-2017 school years, they will meet to negotiate either party's interests in Article 7, Calendar, and ~~Article 9, Compensation~~. Additionally, ~~either party may present for negotiations for 2007-2008 and 2008-2009, its interests in two (2) Articles currently included in the Agreement or on items to be included in the Agreement. Interests in any other items~~ will be negotiated upon mutual agreement between the parties.

1.3 Contract Copies

The District shall have 200 copies of the Agreement prepared and delivered to the Association for distribution to all unit members in the District. The Agreement will also be available on the District website. The District website will be updated to include new salary schedules and changes to the Agreement. The District will provide one copy of new salary schedules and changes to the Agreement to each LSEA site representative.

1.4 Term

This Agreement shall remain in force and effect from July 1, ~~2007~~, 2014 up to and including June 30, ~~2009~~, 2017, and thereafter shall continue in effect year by year, unless one of the parties notifies the other in writing of its intent to modify the Agreement pursuant to Section 1.2 above. Upon enactment of new legislation which affects issues within this contract, either party may request a meeting(s) to discuss its interests.

ARTICLE 9 -COMPENSATION

9.1 Definition

Compensation means salary and health and welfare benefits paid to unit members. It does not include retirement, workers' compensation, Medicare, or unemployment insurance costs paid by the District on behalf of unit members.

9.2 Salary Schedule

9.2.1 For the purposes of salary comparison, the parties agree to use the following districts:

Brisbane	Redwood City	San Bruno	Bayshore	Jefferson
Elementary		San Mateo/Foster City		
Burlingame	San Carlos	Pacifica School District		

9.2.2 Salary Schedule Placement: ~~(Unit members shall be paid according to the salary schedules, attached and incorporated into this Agreement. The schedules shall be effective as follows: July 1, 2006. Appendix D, D-1)~~

- 2014-2015 school year: The 2013-2014 salary schedule as is through December 31, 2014 (Appendix D-1).
- 2014-2015 school year: The 2013-2014 salary schedule shall be increased by three percent (3%) effective January 1, 2015 (Appendix D-2).
- 2015-2016 school year: The 2014-2015 salary schedule shall modified to reflect step changes per article 9.2.2.2 effective July 1, 2015 (Appendix D-3).
- 2015-2016 school year: The 2014-2015 salary schedule shall be increased by four percent (4%) effective January 1, 2016 (Appendix D-4).
- 2016-2017 school year: The 2015-2016 salary schedule shall be increased by two and one-half percent (2.5%) effective July 1, 2016 (Appendix D-5).

The following personnel rules and regulations for the District will apply:

* * * * *

9.2.2.2 Effective July 1, 2015, the salary provided at step A/O in each column shall be equal to the salary provided at step B1 in each corresponding column (e.g., step A/O in column II shall equal step B/1 in column II, step A/O column III shall equal step B/1 column III etc.). Also effective July 1, 2015, A advancement on the salary schedule includes:

Credit for number of years service up to 13 and an additional increment beginning 16, ~~18, 20, 22, 24 and 26, and 28~~ years of credited teaching experience. The newly added increments at years 18, and 22 years shall equal one-half (1/2) of the dollar amounts provided between the current increments; the dollar increment between years 26 and 28 shall be the same as the percentage difference between years 24 and 26 .

9.8 Health and Welfare Benefits

The following medical, dental, and income protection plans are available: CalPERS Medical Plan, Delta Dental Plan, and Income Protection plans for the unit member and his/her legal dependents, including domestic partners.

9.8.1 CalPERS

For unit members employed on or before June 30, 2015, the District will pay the minimum annual amount provided by law, in twelve (12) equal monthly payments one hundred ninety-two dollars (\$192) per year [sixteen dollars (\$16) per month for twelve (12) months]. In addition, the District will contribute to each unit member on an individual basis, an amount which, when added to the minimum annual amount provided by law sixteen dollars (\$16) per month described above, will be sufficient to provide employee and/or dependent medical coverage at one hundred percent (100%) of the cost of the premium up to an amount equal to the cost of full family coverage for Kaiser, or Blue Shield. This contribution will be made monthly. This section shall remain in effect through the 2015-2016 school year, after which time the following provisions shall take effect.

9.8.1.1 Commencing with the August, 2016 pay warrant, the District will contribute to each unit member on an individual basis, an amount which, when added to the minimum annual amount provided by law described above, will be sufficient to provide employee and/or dependent medical coverage at one hundred percent (100%) of the cost of the premium up to an amount equal to the cost of full family coverage for Kaiser. In addition, the District will contribute to each unit member who chooses to participate in a higher cost medical plan, fifty percent (50%) of the difference in premium cost at each tier of coverage (single, employee plus one dependent, and family) above the cost of the Kaiser plan at each tier of coverage (hereafter referred to as the "differential premium contribution"). The unit member shall contribute the remaining fifty percent through automatic payroll deduction.

9.8.1.2 Upon the expiration of this Agreement (i.e., commencing with the 2017-2018 school year), the status quo regarding health and welfare benefits for unit members hired on or before June 30, 2015 shall be as follows.

9.8.1.2.1 For each one tenth of a percent (.1%) ongoing salary schedule increase negotiated by the parties, the differential premium contribution shall be decreased by one and one-quarter percent (1.25%).

9.8.1.2.2 Notwithstanding the foregoing section, the maximum decrease in the differential premium contribution in a single year shall be 25% (i.e., up to a 2% salary schedule increase).

9.8.1.2.3 In addition, if a salary schedule increase exceeds 2% for a single school year, the excess percentage increase may be "carried over" to the subsequent year as a "credit" which

shall be applied to decrease the differential premium contribution regardless of any salary increase actually negotiated in the subsequent year, up to the same maximum differential premium contribution of 25% for that year.

9.8.1.2.4 The unit member shall contribute any required amounts to purchase coverage above the Kaiser plan through automatic payroll deduction.

9.8.1.2.5 The parties agree that the following examples accurately reflect the meaning of the foregoing language:

Example 1:

- Year 1 (2016-2017): differential premium contribution is 50%
- Year 2: 2% salary schedule increase = differential premium contribution is 25%.
- Year 3: 2% salary schedule increase = differential premium contribution is 0 (unit member pays full difference between Kaiser tier and more expensive tier).

Example 2:

- Year 1 (2016-2017): differential premium contribution is 50%
- Year 2: 1% salary schedule increase = differential premium contribution is 37.5%.
- Year 3: 1% salary schedule increase = differential premium contribution is 25%.
- Year 4: 2% salary schedule increase = differential premium contribution is 0 (unit member pays full difference between Kaiser tier and more expensive tier).

Example 3:

- Year 1 (2016-2017): differential premium contribution is 50%
- Year 2: 3% salary schedule increase = differential premium contribution is 25% (count max of 2% salary increase/25% differential premium contribution decrease; carry over 1% "credit.").
- Year 3: 1% salary schedule increase = differential premium contribution is 0 (carry over 1% "credit" from prior year plus 1% raise for present year; unit member pays full difference between Kaiser tier and more expensive tier).

9.8.1.3 For unit members employed on or after July 1, 2015, whether full-time or part-time, the District will pay the minimum annual amount provided by law, in twelve (12) equal monthly payments. In addition, the District will contribute to each unit member on an individual basis, an amount which, when added to

the minimum annual amount provided by law described above, will be sufficient to provide employee and/or dependent medical coverage at one hundred percent (100%) of the cost of the premium at each tier of coverage (single, employee plus one dependent, and family) of the Kaiser plan.

9.8.2 Delta Dental

The District agrees to fully pay for the Delta Dental Service Plan #7038-0022 for unit members and legal dependents.

9.8.3 Income Protection

The District agrees to provide a choice of the following income protection plans: CTA Provident #21350-0421-2, or Washington National #100619. Should the unit member choose either or both plans, payment will be made by the unit member.

9.8.4 Allocations

9.8.4.1 ~~The benefit specifications will be reviewed annually and, at the option of either party, renegotiated in each of the remaining years of this contract.~~

9.8.5 Eligibility

9.8.5.1 New unit members will indicate their choices of benefit plans by submission of completed application forms to the Personnel Services Department within 30 days of employment.

9.8.5.2 It will be the responsibility of the unit member to inform the District in writing of any changes in dependent status which affect benefit provisions. For additions of dependents, this notification will be received within 30 days of the change, or wait until the next open period to add a dependent. For deletions of dependents, this notification will be received within 30 days of the change or the unit member will reimburse the District for premiums involved.

9.8.5.3 For the 2014-2015 and 2015-2016 School Years: If the unit member works only a portion of the school year, benefits will be prorated in the same ratio as salary. Part-time unit members will receive credit for a prorated amount of money, which can be allowed toward the cost of health and/or dental insurance.

9.8.5.3.1 Commencing July 1, 2015, unit members employed less than .5 FTE shall not be eligible to receive medical benefit coverage, in accordance with CalPERS eligibility requirements.

9.8.5.3.2 Commencing with the 2016-2017 school year (the August 2016 pay warrant) all part-time unit members shall be afforded District health benefit contributions to provide employee and/or dependent medical coverage on a prorated percentage based on their full time equivalency (FTE) toward the cost of the premium at each tier of coverage (single, employee plus one dependent, and family) of the Kaiser plan on the following basis:

9.8.5.3.3 Unit members employed between .75 and 1.0 FTE shall be considered full-time unit members.

9.8.5.3.4 Unit members employed between .5 FTE and .749 FTE shall receive a prorated District contribution toward each tier of Kaiser coverage.

9.8.5.4 Unit members on unpaid leave of absence status may continue coverage under District insurance policies. where the insurance policy allows this, by sending to the District, in advance, the monthly rate for each month they are on such status.

9.8.6 Internal Revenue Service Code Section 125 Plan

The District will continue to offer a Section 125 Plan ~~for voluntary participation~~ at no cost to the unit members. Unit members will automatically be enrolled in the portion of the Section 125 Plan that enables payment of premium contributions with pre-tax dollars. Unit members may also participate voluntarily in the flexible spending account ("FSA") portion of the Plan.

ARTICLE 22— RETIREMENT/EARLY RETIREMENT

22.1 Medical and Dental Benefits

- 22.1.1 To be eligible for the medical and dental benefits described below a retiree must have been employed with the District ten (10) full years, be eligible for retirement under STRS (effective for unit members retiring on or after June 30, 2015, and retire no later than the end of the school year in which the employee reaches sixty-five (65) years of age.
- 22.1.2 The District will pay the minimum annual amount provided by law one hundred ninety-two dollars (\$192) per year directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will pay an amount sufficient to cover the single- only medical and dental premiums for the plans in which the retiree was enrolled at the time of retirement. Effective 2016-2017, the District contribution will be according to the same differential premium contribution provided to current employees at the time of retirement. Effective October 1, 1994, the allocated amount will not exceed the cost of the successor CalPERS Medical and Delta Dental plans.
- 22.1.3 For unit members retiring on or before June 30, 2015 ~~the~~ payments listed in 22.1.2 above will be made for a maximum (10) years or until eligible for Medicare, whichever comes first. When eligible for Medicare, the payment for medical will be reduced to an amount sufficient to cover the supplementary plan under the retiree's same plan (the amount will not exceed the cost of Kaiser North for retirees previously receiving Kaiser benefits or Blue Shield HMO for retirees previously receiving Blue Shield HMO benefits); the District will continue to provide dental coverage for the retiree.

22.1.3.1 For unit members retiring on or after July 1, 2015 the

payments listed in 22.1.2 above will be made for a maximum of ten (10) years or until the retiree reaches age seventy-five (75), whichever comes first. When eligible for Medicare, the payment for medical will be reduced to an amount sufficient to cover the supplementary plan under the retiree's same plan (the amount will not exceed the cost of Kaiser North for retirees previously receiving Kaiser benefits or Blue Shield HMO for retirees previously receiving Blue Shield HMO benefits); the District will continue to provide dental coverage for the retiree

22.1.3.4 Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount identified in Section 22.1.2 above.

22.1.4 Because STRS requires that the CalPERS premiums be deducted from the retiree's STRS check, the District will provide, in advance, a non-taxable reimbursement each quarter up to the amount designated in Section 22.1.2 above.

March 25, 2015

For the District:

For LSEA:
