

VUEA counter #1 to VUSD December 14, 2023

VUSD to VUEA counter #2 December 19, 2023

VUEA to VUSD counter #3 December 19, 2023

RE: FRINGE BENEFITS (ART. 18) AND COMPENSATION (ART. 19) – VUEA

ARTICLE 18
FRINGE BENEFITS

A. Bargaining unit members who worked at least 50% of the day or on full assignment at least 50% of the school contract year prior to May 22, 1979, will continue to receive those benefits which are mandated by State law and, in addition, the District will provide for those bargaining unit members a continuation of existing health, dental and vision benefits.

B. Bargaining unit members who elect to work less than 80% of full time but at least half time shall receive prorated fringe benefits equal to the percent of full time represented by their assignment if they agree to pay for the rest of the insurance premium. Those working less than 50% or who do not elect to pay the remainder of the premium will not receive fringe benefits. Those working 80% of full time or more will receive ~~full fringe benefits. District paid contributions as set forth in Article 19 section C. District paid contributions as set forth in Article 19 section C.~~ **full fringe benefits.**

C. Bargaining unit members with Governing Board of Education approved unpaid health leaves of absence shall have the option to continue to receive health, dental, and vision insurance coverage for the period of the leave upon reimbursement of the Governing Board of Education for the entire cost of the premium.

D. Should a bargaining unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such bargaining unit member shall be entitled to continued coverage under the health, dental, and vision care plan until September 1st of the ensuing school year.

E. Section 125

The District will implement an IRS Section 125 plan for bargaining unit members beginning September 1, 1999. The parties will meet to determine the details of the implementation.

ARTICLE 19
COMPENSATION

This article shall be used to determine:

A. Application

1. The certificated salary schedule for the ~~2022-2023~~ **2023-2024** school year.
2. The District contributions for health, dental and vision insurance for unit members effective July 1, ~~2022~~ **2023**.
3. Maintaining manageable class sizes within the District is an essential component of providing the District's students with a quality education. The purpose of this article is to establish a means for determining the number of bargaining unit members assigned to school sites and the size of classes taught:

Whenever administratively practicable, while prioritizing student needs, and in consideration of certain factors, including but not limited to: LCFF, federal, state and local revenue sources; staffing allocation, master schedule considerations, credentialing; facilities, notwithstanding unforeseen circumstances.

B. Salaries

1. ~~For the 2023-2024 school year, contingent upon the agreed upon changes in C. 1. a. and b. below, retroactive to July 1, 2023, the District agrees to increase the current 2022-23 salary schedule for each bargaining unit by 4.6% for active employees as of the date of Board ratification. Effective July 1, 2023, the District will increase the current 2022-2023 salary schedules for each bargaining unit by 4.6% for active employees as of the date of Board ratification.~~
 - a. ~~For the 2023-2024 school year, contingent upon the with these agreed upon changes in C. 1. a. and b. below, the District agrees to increase the salary schedule by an additional 2% of the 2023-2024 salary schedule, effective January 1, 2024.~~

b. ~~For the 2024-2025 school year, contingent upon the with these agreed upon changes in C. 1. a. and b. below, the District agrees to increase the 2023-2024 salary schedule by an additional 2%, effective July 1, 2024. If the COLA for the 2024-2025 school year exceeds 3.94% the district agrees to reopen negotiations for total compensation. At first interim in December 2023, the multi-year budget projection (MYP) is based on the COLA projection of 3.94% for the 2024-2025 school year.~~

1. Effective July 1, 2022, the District shall increase the current 2021-2022 salary schedules for each bargaining unit by 10%.
 - a. ~~Additionally, the District shall pay a 2% off schedule bonus for all unit members employed on December 16, 2022, based on the 2022-2023 salary schedule. The 2% shall be calculated on the 10% increased salary schedule.
 - i. ~~Unit Members who retire between 7/1/2022 and 12/16/2022 shall receive this 2% off schedule bonus.~~
 - b. ~~The 10% increase amount shall also be paid retroactively to 7/1/2022 to members who receive stipends on:
 - i. ~~Article 17 Extra Pay Assignments~~
 - ii. ~~MOU for Independent Study and CTE Assignments~~~~~~
2. Fully fund step and column for the 2022-2023 **2023-2024** school year **which is equal to a total VUEA salary cost of \$737,503 prior to the agreed upon salary increases.**

C. Health, Dental, and Vision Insurance

1. The parties agreed to change the current Group Purchasing Organization (“GPO”) effective July 1, 2023, until the parties meet and negotiate a future change to the GPO. **Effective July 1, 2023, for the 2023-2024 school year, the District will continue to pay a total employer contribution cost of up to \$25,772,544 towards the cost of health and welfare benefits (including Vision and Dental) premiums the District will continue to fund the full premium costs for full-time unit members selecting a Health Benefits plan and shall contribute a pro-rated amount for part-time unit members as per Article 18 and Article 19 C. 1. a. and b. below of the VUSD/VUEA CBA.**
~~pay an employer contribution of \$19,600 towards the cost of health and welfare benefits premiums for each eligible unit member as defined in Article 18 B. This employer contribution will be prorated as outlined in Article 18 for unit members who work less than 80% of full time. Unit members will be responsible for the cost of any premium amounts above the employer contribution of \$19,600.~~
~~The new GPO shall offer the same or equitable PPO and HMO product as currently offered. The District shall fully fund all eligible unit members in a plan, unless and until~~

the parties reach a negotiated change (Including Vision and Dental), subject to Article 18 and paragraph 5 below.

~~a. The district will fund the full premium cost of health and welfare benefits for each eligible unit member 80% or greater, employed on or before the date of Board ratification. This employer contribution will be prorated as outlined in Article 18 for unit members who work less than 80% of full time.~~

~~b. New employees hired after the date of Board ratification: The district will pay an employer contribution of \$16,500 towards the cost of health and welfare benefits premiums for each eligible unit member 80% or greater. This employer contribution will be prorated as outlined in Article 18 for unit members who work less than 80% of full time.~~

a. ~~c.~~ Current Unit Members **hired before January 3, 2023**: The District shall offer Cash-in-Lieu to all eligible 80% or greater unit members who can prove they are covered by group medical coverage. Part-time eligible unit members currently enrolled in a District medical plan and can prove they are covered by group medical coverage are eligible for a prorated Cash-in-Lieu.

b. ~~d.~~ New Unit Members **hired on or after January 3, 2023**: New unit members are only eligible for Cash-in-Lieu if they are employed 80% or greater, subject to the conditions in a. above.

e. The amount of the Cash-in-Lieu **for unit members defined in C. 1. a. c. above** shall be prorated and paid as follows.

- i. Beginning 7/1/2023, the Cash-in-Lieu shall be:
 1. 80% or greater unit member: \$5,000
 2. 75% to 79% unit member: \$3,750
 3. 50% to 74% unit member: \$2,500

~~2. The current total cost of healthcare provided by the District is approximately \$25,772,544. Projected annual total costs of healthcare provided by the District in 2023-24 under the new GPO with the offerings in (2) above, is approximately \$21,697,756 with an additional potential savings of approximately \$1,095,000 from the Cash-in-Lieu program (Based on at least 75 currently covered Unit Members choosing Cash-in-Lieu) for an approximate total of \$20,602,756.~~

3. **2.** The parties agree that the Medical Advisory Committee of The District, VESPA and VUEA shall meet on a regular basis to assess the new GPO and to educate members about the plan and to discuss ways to educate unit members on choosing possible future cost-saving plans offered by the GPO. The committee will also have a goal of offering HSA plans to all eligible unit members ~~in the future.~~

4. 3. Medical Cost Trigger Once the total cost of health and welfare benefits in the ~~new~~ GPO exceeds \$23,195,289 (ninety (90%) of the current total amount of \$25,772,544) the parties agree to bargain in good faith (VUEA will be represented in the bargaining by their bargaining team), to explore all possible medical plan changes to keep the total cost below \$25,772,544. When an agreement is reached on changes, the changes shall be referred to formal bargaining to implement the agreed upon changes, based upon a vote by the VUEA membership and ratification by the VUSD School Board. It is the parties' intent that all **current** eligible unit members, ~~' employed on or before the date of Board ratification,~~ health and welfare premium costs be fully-funded by the District until there is a subsequent, negotiated total compensation agreement.
5. ~~Retiree Health and Welfare Benefits~~ The parties agree to explore options for providing ~~more low cost retiree paid health and welfare benefits options from the GPO.~~

D. Health and Welfare Retirement Plan Deferred Compensation

1. This section of this article applies only to unit members who were employed by the district prior to June 30, 1993.
2. This section of this article applies only to unit members who were employed by the district prior to June 30, 1993.
3. The unit members who are eligible for the retirement plan deferred compensation under the Agreement between the Ventura Unified School District and the Ventura Unified Education Association for the period of July 1, 1992, to June 30, 1995, (Appendix G) will remain eligible for the retirement plan deferred compensation.
4. Eligible unit members who retire from the Ventura Unified School District under STRS or PERS will receive a deferred compensation amount of \$1,500 for each year of service plus one year not to exceed 30 years based upon the unit member's years of service and their level of benefits as of June 30, 1993.

The deferred compensation amount will be paid annually over a five (5) year period according to Appendix G, upon the bargaining unit member's retirement from the Ventura Unified School District as verified by STRS or PERS. The first installment will be paid within 90 days of the bargaining unit member's retirement date; the remaining installments will be paid in January.