

# ARTICLE VI

## Compensation and Benefits

### A. ~~2022-2023~~ **2023-2024** Classified Salary

Salary Schedule Increase: The ~~2022-2023~~ **2023-2024** Classified Salary Schedules shall reflect a ~~seven percent (7%)~~ twelve percent (12%) increase over the ~~2021-2022~~ **2022-2023** Classified Salary Schedules, effective July 1, ~~2022~~**2023**. This increase shall apply to all bargaining unit members ~~in a contracted position~~ employed by the District as of the date of ratification of the tentative agreement by both parties. ~~For timesheet work, this increase shall only apply to work performed after Board ratification of the Tentative Agreement.~~

Five (5) additional steps shall be added to the Salary Schedule, for a total of ten (10) steps, in parity with other bargaining units.

#### **1. On Going Cost of Living Adjustment**

There shall be an annual increase to the salary schedule based on positive growth in Cost of Living as defined by the City of Palo Alto.

### B. Longevity

After completion of ~~seven (7)~~ **five (5)** years of service, unit members shall be eligible on their individual anniversary date for a longevity increment. A second (2<sup>nd</sup>) longevity increase shall be added after completion of ~~ten (10)~~ **seven (7)** years of service, a third (3<sup>rd</sup>) longevity increase after ~~fifteen (15)~~ **ten (10)** years, a ~~fourth (4<sup>th</sup>)~~ longevity increase after ~~twenty (20)~~ years, and a ~~fifth (5<sup>th</sup>)~~ longevity increase after ~~twenty five (25)~~ years, and a ~~sixth (6<sup>th</sup>)~~ longevity increase after ~~thirty (30)~~ years **additional an increment will be added after every five (5) years of service.** A year of service shall be defined as being in a paid status for the annual number of required workdays for each particular classification.

The longevity increment shall be ~~\$175.84~~ **\$XXX.XX** in ~~2019-20~~**2023-2024**, ~~\$183.80 in 2020-21 and \$189.31 in 2021-22.~~ In future years, the longevity increments will increase by the same percentage as any negotiated salary schedule increase.

~~All employees on contract who work less than full-time and who meet other requirements shall be eligible for the full stipend on a pro-rata basis.~~

### C. Stipends for Educational Growth

- 1. There shall be a stipend in an amount equal to other bargaining units for an Associates, Bachelors, Masters or PhD for the sake of parity**
- 2. Stipends for trades certificates shall be made to Maintenance and Operations Services Members based on trades rates.**

### D. Benefits

For purposes of Benefit eligibility ~~30 hours per week is considered to be a fulltime assignment (based on ACA and IRS)~~ Employees must work twenty (20) hours or more per week to be eligible for dental, life, health, and vision insurance coverage. The District's contribution for employees working at least 20 hours per week but less than ~~40~~**30** hours per week shall be prorated. ~~based upon a full-time assignment.~~ An employee may not purchase medical coverage that exceeds their salary. The District's maximum obligation to pay premiums for eligible part-time employees shall be a pro-ration of the District's contribution for the plan and coverage selected by the employee.

#### **1. Retirement and Workers Compensation**

The District will pay the additional employer costs in these two areas for the duration of the contract.

**2. Unemployment Insurance**

The District will pay the cost of this item for the duration of the contract.

**3. Life Insurance**

The District shall provide life insurance coverage for active employees and shall pay the premium for each active employee who qualifies for full benefit coverage. The District shall pay the pro-rated premiums for active employees who work more than fifty percent (50%) but less than one hundred percent (100%), as specified in Section ~~CD~~ of this article.

**4. Medical, Dental, and Vision Insurance**

- a. The District and CSEA are committed to providing unit members with cost-effective health insurance coverage with plan choices and family coverage. Therefore, they each hereby instruct their appointed representatives to the Joint Benefits Committee to explore all options including but not limited to:
  - 1. Changing carriers
  - 2. Changing coverage levels
  - 3. Changing rate structures
  - 4. Changing eligibility requirements

To achieve our joint goal, the Committee shall make every reasonable effort, depending upon obtaining information from the benefits consultants, to issue its recommendations to the parties no later than September 10 of each school year. Within two weeks of receiving a recommendation from the Joint Committee, the District and CSEA shall meet to negotiate this Article. The District will suspend the JBC Committee during the Fall 2021 (the 2022 plan year). The District will not change healthcare providers, plans, or employee-dependent contributions for January 1, 2022, through December 31, 2022.

~~The updated chart listed below reflects the 2021-22 premium contribution rates.~~

- b. Effective January 1, 2021, and through December 31, 2021, only, the District shall contribute towards health and welfare benefits an amount not to exceed the product of \$14,424 multiplied by the number of eligible employees (pro-rated to a full-time equivalent assignment) for medical, dental, vision, and life insurance.

The District shall contribute up to the amount listed per month toward the cost of the selected medical plan for each full-time unit member.

Active Employee Plan	District Monthly Contribution (12 per year)	Employee Monthly Contribution (12 per year)	Total Monthly Premium Rate for 2023
<b>Kaiser</b>			
Employee	\$ 781.32	\$0	\$ 781.32
Employee + 1	\$1,406.63	\$ 156.00	\$1,562.63
Employee + Family	\$1,990.14	\$ 221.00	\$2,211.14
<b>Sutter Health Plus</b>			
Employee	\$ 899.20	\$0	\$ 899.20
Employee + 1	\$1,618.90	\$ 180.00	\$1,798.90
Employee + Family	\$2,291.10	\$ 255.00	\$2,546.10
<b>Delta Dental</b>			
PPO Plan	\$ 107.46	\$0	\$ 107.46
Premier Plan	\$ 128.55	\$0	\$ 128.55
<b>VSP</b>			
Vision Plan	\$ 17.56	\$0	\$ 17.56
<b>VOYA Life Ins</b>			
Life Insurance up to age 64 (\$100,000)	\$ 14.00	\$0	\$ 14.00
Life Insurance age 65 to 69 (\$65,000)	\$ 9.10	\$0	\$ 9.10
Life Insurance age 70 and over (\$50,000)	\$ 7.00	\$0	\$ 7.00
Dependent Cost	\$ .24	\$0	\$ .24

- c. Employees who are eligible for fully paid health benefits shall participate in one of the medical programs, plus the dental, vision, and life insurance. ~~Full-time Unit~~ members qualified for Section ~~CD.4.f~~ of this article may opt out of insurance ~~if they provide evidence of coverage~~. Employees who elect for the employee plus one or family plans shall pay through monthly payroll deductions in advance of the month of coverage the difference in the District monthly contribution and the total cost of the corresponding plan.

~~Effective January 1, 2022 through December 31, 2022 only, the District shall contribute towards health and welfare benefits an amount that provides unit members with the same dependent contributions from January 1, 2021 through December 31, 2021.~~

- d. For eligible employees whose first date of paid service is after January 1, 2010, the District shall provide a PPO dental plan. Eligible employees whose first date of paid service is before January 1, 2010, shall have the choice to remain on the current incentive dental plan or to switch to the PPO dental plan. Once an eligible employee has participated in the PPO dental plan, the employee may not return to the incentive plan. Eligible employees whose first date of paid service is before January 1, 2010, and who resign or are laid off and are rehired within thirty-nine months shall be provided only the PPO plan.
- e. No person shall be covered under more than one plan contributed to by the District. An employee with a spouse or partner ~~or a parent and child under the age of 26~~ who is also employed by the District would be covered in the following manner:
- 1) No dependents: (a) each may be covered under employee only coverage or (b) one

employee-plus-one coverage policy.

- 2) One or more dependents: (a) one employee-plus-family coverage policy.
  - 3) Employee contributions: Married or registered partners [or a parent and child under the age of 26](#), both benefit eligible and employed by the District may be eligible for an additional District contribution toward the employee contribution for health benefits in the Kaiser or Sutter Health Plus HMO employee-plus-one and the Kaiser or Sutter Health Plus HMO employee-plus-family medical coverage policies. Adding the FTE of the couple and multiplying the portion over 1.0 FTE by the District's monthly contribution for the Kaiser or Sutter Health Plus HMO employee-only policy shall determine the amount of the additional District contribution toward the employee contribution. If this product equals or exceeds the employee monthly contribution for the chosen Kaiser or Sutter Health Plus HMO policy then the couple will not be required to pay the employee contribution. If this product does not equal or exceed the employee contribution for the chosen HMO policy, then the couple will pay the difference as a monthly payroll deduction. Married or registered partners [or a parent and child under the age of 26](#), where both are benefit eligible part-time employees, may combine their FTE to qualify for the full-time District contribution toward an employee-plus-one or employee-plus-family policy without having the District's contribution prorated.
- f. Employees eligible for full-time medical coverage who provide proof of comparable medical coverage through a non-District spouse or legal partner [or parent](#) may choose to decline District medical benefits and receive \$2,500 in ten (10) equal payments for a full year of non-coverage. [Part time employees, as defined by benefit eligibility under section D above, shall be eligible for prorated compensation.](#) Employees who have declined medical benefits and received the non-coverage payment may reenroll in a medical plan during open enrollment or if a qualifying event occurs. It is within the sole discretion of the District to continue this provision for each successive year of this agreement.
  - g. Employees eligible for full-time dental coverage who provide proof of comparable dental coverage through a non-District spouse or legal partner may choose to decline District dental benefits and receive \$300 in ten (10) equal payments for a full year of non-coverage. [Part time employees, as defined by benefit eligibility under section D above, shall be eligible for prorated compensation.](#) Employees who have declined dental benefits and received a non-coverage payment may reenroll in the Delta Dental PPO plan during open enrollment or if a qualifying event occurs. It is within the sole discretion of the District to continue this provision for each successive year of this agreement.
  - h. Joint Benefits Committee: The District will form a joint employee-employer benefits Committee, comprised of four (4) appointees each of the CSEA, the District, the PAEA, and one (1) appointee from the Palo Alto Management Association (PAMA). The Committee will consider and make recommendations to the negotiating teams regarding matters related to medical, dental, and vision benefits, including PERS as an alternative provider. Released time will be provided for the committee members.

In the event that the work of the Joint Benefits Committee does not lead to a timely solution to problems created by the impact of health insurance increases, the District and CSEA will work collaboratively together to attempt to avoid adverse impacts on unit members.

## 5. Early Retirement Benefits Program

- a. To be eligible for the Early Retirement Benefits Program, an individual must:

1. Have a seniority date prior to June 1, 2009
2. Have an equivalent of ten (10) years of consecutive full-time District service immediately prior to retirement (e.g. ten years of full-time service equals 120 months at 8-hours per day, 180 months at 6 hours per day, 240 months at 4 hours per day) and
3. Be at least age fifty-five (55).

- b. Employees who are eligible for the Early Retirement Benefits Program shall receive the same District benefits (health, dental, vision, and life) as full-time (1.0 FTE) employees, except that employees receiving pro-rated benefits at the time of retirement shall receive the same level of pro-rated benefits for the early retirees benefit plans under this section.
- c. Employees in the Early Retirement Benefits Program shall make monthly contributions in the same amount as an active full-time employee in the same benefit plans.
- d. Retirees in this program shall receive benefits for five (5) consecutive years or until attaining age sixty-five (65), whichever occurs first. Once electing to participate in the program, a retiree may not return to regular service.
- e. Employees retiring from a full-time (1.0 FTE) position and eligible for the Early Retirement Benefit Program may choose to decline the District medical coverage and receive \$6,000 for each year of eligibility the retiree declines (except as prohibited by law). It is within the sole discretion of the District to continue this provision for each successive year of this agreement. Application to this program shall be made to the Human Resources Office.

**6. California School Employees Summer Assistance Program (CSEAP)**

- a. [The Palo Alto School district will commit to the ongoing enrollment in CSEAP pursuant to AB 1691 making this a permanent program.](#)

**7. [A Flexible spending account will be made available to members with a district matching contribution of up to \\$200 per member for all bargaining unit members.](#)**

**E. Professional Growth Program**

(See Appendix A, “Professional Growth Program”)

**F. In-service and Training Support**

A total of \$5,000 will be available annually for funding the in-service and training for the CSEA membership. Any year ending balance shall be rolled over to a maximum of \$2,500.

The in-service and training funds may be used for the following activities:

Tuition and education cost reimbursement pertaining to the employee’s current position.

Release time and/or funding for attending conferences or workshops pertaining to the employee’s current position.

Release time and/or funding for attending CSEA conferences.

Providing programs on staff development day for classified employees.

Pro-growth credit may not be earned when in-service and training funds have been used for the activity.

Requests for funds shall be reviewed and approved by the In-service and Training Review Committee.

The In-service and Training Review Committee shall be formed consisting of four (4) members. CSEA shall

appoint two (2) committee members from the bargaining unit. The District shall appoint one (1) committee member in addition to the District's Administrator of Classified Human Resources. The District's Administrator of Classified Human Resources shall act as the chair of the committee. Appointment shall be for two years, with each term starting on July 1 and ending on June 30.

## **G. Maintenance Stipends**

The maintenance stipend program is designed to fill the need for employees trained in trade areas that may periodically need additional workers to complete priority jobs.

The Manager of Maintenance, Operations & ~~Construction~~ **Transportation** shall determine if a need exists in a stipend trade area. Once an area of need has been identified, the stipend area shall be posted in the normal manner **as other job postings for internal candidates**.

Maintenance **and Trade** Persons, who have declared a career path outside the stipend area of need, and Tradespersons interested in the stipend may apply. Selection priority will be given to eligible employees with the least number of stipends, in order of seniority.

Maintenance personnel will be eligible for a ~~one~~**two** hundred dollars (~~\$200~~**\$100.00**) per month stipend, to a maximum of three, per each skill level for which the Tradesperson becomes qualified. This program is voluntary.

In addition, the District will provide training through on-the-job experiences, Professional Development, and formalized staff development, adult education, and community college coursework where appropriate. Such training will not be credited for Professional Growth units.

## **H. Holidays**

All employees covered by this Agreement shall be entitled to seventeen (17) paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. The specific holidays shall be identified prior to July 1 of each fiscal year. Every day appointed by the President or the Governor of this state as a public fast, mourning, Thanksgiving or holiday for which schools are required to be closed, shall be a paid holiday for all employees of the bargaining unit.

## **I. Salary Placement**

### **1. Anniversary Date**

Anniversary Date is the date on which an employee advances on the salary schedule. A bargaining unit member's anniversary date shall be determined as follows:

- a. If an employee becomes permanent in a classification between the 1st and the 15th of the month, the anniversary date is the first day of that month. (e.g. if an employee becomes permanent on March 10, the anniversary date is March 1.) If an employee becomes permanent in a classification on or after the 16th of the month, the anniversary date is the first day of the following month. (e.g. if an employee becomes permanent on March 20, the anniversary date is April 1.)
- b. If an employee is initially placed at Step C pursuant to section H.2., the anniversary date shall be determined according to when the employee advances to Step D. If the employee advances to Step D between the 1st and the 15th of the month, the anniversary date is the first day of that month. (e.g. if an employee advances on March 10, the anniversary date is March 1.) If an employee advances to Step D on or after the 16th of the month, the anniversary date is the first day of the following month. (e.g. if an employee advances on March 20, the anniversary date is April 1.)

### **2. Initial Placement**

New classified employees will ordinarily be placed at the first step of the appropriate pay range; however, in the event the new employee possesses extraordinary qualifications for the position through former training and experience, placement at a higher step (up to Step C) may be authorized by the Human Resources Department. Employees started at Step A or B shall advance one step at the completion of the probationary period. Employees started at Step C shall advance one step at the completion of one year of service.

### **3. Promotional Salary Placement**

Regular employees promoted to a higher classification shall receive a salary adjustment to the step on the higher salary range that represents a minimum increase of five percent (5%), provided that such increase shall not exceed the maximum step of the higher salary range for that classification. After completion of the promotional probationary period a new anniversary date will be determined according to Section H.1. above.

### **4. Transfer in Classification**

Employees transferred within the same classification or to a classification in the same salary range shall not receive a salary adjustment.

### **5. Voluntary Demotion**

Upon voluntary demotion or in lieu of layoff assignment to a lower classification, the salary shall be adjusted to the step on the salary range of the lower position which corresponds most closely to the salary received by the employee, provided such salary does not exceed the present salary or the maximum step of the lower classification.

### **6. Working Out of Classification**

Excluding trainees, a classified employee required to work in a higher classification ~~for five consecutive work days or more than ten (10) working days within a fifteen (15) day period~~ shall be compensated at the corresponding step in the higher classification. Prior approval for working out of classification shall be obtained from the Administrator of Classified Human Resources. **When an employee is asked to “cross-train” the employee shall be compensated for time working in a higher classification.**

### **7. Night Shift Differential**

Employees required to work on a regular assignment between 2:00 p.m. and 6:00 a.m. of which not less than four (4) hours are beyond 6:00 p.m. shall receive a differential in their work hours or rate of pay as follows:

FULL-TIME employees regularly assigned to work at least four (4) hours between 6:00 p.m. and 12:00 midnight shall work an eight-hour (8) shift, **which includes including a paid thirty- (30) minute meal break and shall also be paid an eight percent (8%) five percent (5%) differential above their regular rate of pay.**

Employees regularly assigned to work at least four (4) hours between 12:00 midnight and 6:00 a.m. shall work an eight-hour shift **which includes including a paid 30-minute meal break and shall be paid a seven and one-half percent (7.5%) ten percent (10%) differential over their regular rate of pay.**

**If a Night Shift Differential eligible member is scheduled to be on site longer than 8 hours they shall be compensated for overtime.**

The salary differential for work between 2:00 p.m. and 6:00 a.m. shall be paid for the entire month during which the employee is regularly assigned the shift or IF NOT REGULARLY ASSIGNED

TO THE SHIFT for the actual number of work days the employee works the shift if less than the entire month.

### **8. Split Shift Differential**

All bargaining unit members holding positions wherein the District has scheduled an unpaid period of one-and-one-half (1½) hours or more in the work day shall be paid a split shift differential of an additional three percent (3%) above his/her regular salary.

### **9. Mileage**

Any classified employee required by the District to use the employee's vehicle on District business shall be reimbursed at the IRS rate for all miles driven on behalf of the District.

### **10. Cell Phone**

- a. Any employee that is asked to utilize a personal device for district communication shall be given the option to receive either:
  - 1. A personal device stipend of \$39 per month or
  - 2. A district issued device

### **11. Tools and Equipment**

- a. Any employee that is required to purchase their own tools for district use shall be reimbursed for those expenses.

### **12. Protective Equipment**

- a. Employees that require protective equipment, including but not limited to rain gear or safety shoes shall receive a stipend of up to \$200 annually with proof of cost.