Tentative Agreement
Sequoia Union High School District
to
American Federation of State, County, and Municipal Employees Supervisors

October 10, 2024
2023-2024 and 2024-2025

Sequoia Union High School District ("District") and the American Federation of State, County, and Municipal Employees Supervisors ("AFSCME Supervisors"), collectively referred to as "the Parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement ("Agreement") to completely resolve negotiations for the 2023-2024 and 2024-2025 school years consistent with the terms of this Tentative Agreement.

Both Parties agree to Sunshine their initial proposal no later than the March 2025 board meeting in order to commence 2025-2026 negotiations. Both Parties agree to continue discussions on Lead Plant Manager/Plant Manager assignments as part of the 2025-2026 negotiations.

All the terms included in this Agreement are contingent upon ratification by both Parties. Unless another effective date is otherwise stated in this Agreement, the terms of this Agreement shall take effect upon ratification of this Agreement by both Parties.

1. Health and Welfare

ARTICLE IV: Health and Welfare

Effective upon ratification by both Parties, the Parties agree to the following revisions of current Section 1:

a. Coverage

1.1 The District agrees to provide eligible unit members, for the duration of this agreement, with full premium cost for Health Maintenance Organization (HMO) group health benefits at the highest premium rate, prorated for part-time unit members, for single, two party or family coverage as applicable.

1.1.1 The district reserves the right to immediately meet and confer regarding changes to health coverage for active and/or retired members should **the** cost of such premiums significantly increase. If this should occur the district and the union will need to consider and implement alternatives including but not limited to a modification of current provisions, a possible CAP on premiums paid by the district, Consumer Driven Insurance, alternative medical plans and other options. Nothing in this subsection will be construed to supersede Article XVI.

1.2 The District agrees to provide eligible unit members with full premium cost for district provided group dental benefits, prorated for part-time unit members, for single, two party or

family coverage as applicable. The plan will provide a yearly $2,000 maximum reimbursement for covered dental expenses.

1.3 The District agrees to provide eligible unit members with full premium cost for district provided group vision benefits, prorated for part-time unit members, for single, two party or family coverage as applicable.

1.4 The District will provide health care coverage through **Self Insured Schools of California (SISC)**. The Union agrees that the District may **change carriers** during the term of the contract with the concurrence of the Union.

1.5 Health and Welfare benefits will be provided through a cafeteria fund. The fund shall provide eligible employees with single, two-party, or family premiums to enable the employee to select any available SISC HMO health plans. The fund amounts will be set at the highest SISC HMO premium, plus the vision premium, plus the dental premium, for single, two-party, or family coverage as applicable and prorated for part-time unit members.

1.5.1 The cafeteria fund will be sufficient to provide each active employee with health, dental, and vision coverage with premiums paid through the District-provided cafeteria fund. The employee may select a health plan from any of the HMO or PPO plans included in the list of SISC providers.

1.5.2 If the premiums for the health, dental and vision plans chosen by the employee exceed the cafeteria fund amount allocated for qualifying coverage, the employee authorizes the District to deduct the additional premium amount from the employee's monthly pay warrant.

1.6 **Employees hired on or after January 1, 2023, shall not have the option to receive cash-in-lieu of benefits due to SISC regulations.**

1.6.1. Employees who were employed with the District on or before December 31, 2022, and who have shown proof of other comparable medical benefit coverage consistent with the Federal Affordable Care Act prior to the transition to SISC, may elect to receive cash-in-lieu of benefits, if eligible and consistent with the following:

a. The employee was employed with the District on or before December 31, 2022;

b. The employee provided proof of health coverage through a spouse, eligible domestic partner, or parent comparable to medical benefit coverage

consistent with the Federal Affordable Care Act during open enrollment with SISC;

c. **The employee declined the district provided health coverage;**

d. **The employee signed up to participate in the cash-in-lieu program;**

e. **Employees who are continuing the cash-in-lieu program must complete the process during open enrollment, annually**

1.6.1.1 **Employees participating in the cash-in-lieu Option Program prior to the transition to SISC, and who were employed by the District on December 31, 2022, shall receive cash back equal to fifty percent (50%) of the single party premium amount for Kaiser. This payment shall be allocated to the employee on a monthly basis, prorated for part-time employees. For employees participating in the cash-in-lieu option program, the cafeteria fund defined in Section 1.5 of this Article shall be reduced by the amount of the highest two-party or family HMO premium, as applicable.**

1.6.1.2 **For employees, who were employed with the District on or before December 31, 2022, and who were approved for participation in the cash-in-lieu option program at that time, the cash-in-lieu dollars may be utilized by the employee as pre-tax dollars to participate in the Section 125 Pre-Tax Benefit Plan, or Deferred Compensation Account (457 Plan or 403b). Monthly contributions must be made to one (1) account for the year and cannot be divided into two (2) or more accounts. The Deferred Compensation Account must be determined/assigned during open enrollment.**

1.6.1.3 **For employees, who were employed with the District on or before December 31, 2022, and who were approved for the participation in the cash-in-lieu option program only at the time the cash-in-lieu option payment may be paid to the employee directly. In this circumstance, the cash-in-lieu payment received by the employee shall be considered as taxable income in compliance with IRS rules. Both the District and the employee are liable for applicable taxes as with any other salary disbursement.**

1.6.1.4 If an employee and their spouse or eligible domestic partner are both employees of the District and one employee is employed full-time and the other employee is employed part-time, then the part-time employee may participate in the cash-in-lieu program defined in Section 6.1.9 of this Article. To be eligible for the cash-in-lieu

program, both employees must be employed by the District and approved for the cash-in-lieu program by December 31, 2022.

1.6.1.5 Only employees receiving the Cash Back Option effective December 31, 2022 shall have the option to continue to receive the Cash Back Option benefit under the SISC medical plan, as long as they continuously provide proof of alternate medical coverage as listed above. The legacy employees on the Cash Back Option shall only receive the option as long as they maintain the participation requirements. If the legacy employee does not provide proper proof of coverage or opts to receive medical coverage through SISC, they shall no longer be eligible for the Cash Back Option and cannot revert to the Cash Back Option in the future.

1.6.1.6 All employees hired starting January 1, 2023 and moving forward shall not be eligible for the Cash Back Option.

1.8 **If an employee is receiving cash-in-lieu for medical insurance, the employee may opt to maintain district-paid dental coverage and/or vision coverage (if applicable). The District shall continue to pay the cost of either or both premium(s) while still providing the employee with the cash-in-lieu program as stated above**

1.8.1 **As a condition of SISC membership, employees who are .90 FTE or greater and who have not been legacied into the cash-in-lieu program, must accept health and welfare benefits. Employees who are less than .90 FTE may decline health benefits coverage if they can provide adequate proof of health coverage from another source in compliance with the Affordable Care Act. Employees, described in this Section 6.1, Coverage, who opt out of receiving health and welfare benefits, shall not be entitled to participate in the cash-in-lieu program, except as expressly permitted in other Sections of this agreement.**

Effective upon ratification by both Parties, the Parties agree to the following revisions of current Section 5:

b. Health Insurance Retirees

5.1 Coverage

Through **SISC** the District agrees to provide eligible **employees** upon retirement at age sixty-five (65) or upon reaching age sixty-five **(65)** with eligibility to participate in **SISC** benefits program with health insurance coverage at **SISC** Medicare Supplement related rates. Said retirees **shall** receive the District paid minimum benefit provided for health insurance for all employees active and retired. A retiree whose eligibility status qualifies **them** for District paid lifetime retiree benefits shall receive the total District paid health

premium identified for retirees. This identified premium shall be received as a taxable benefit herein termed a "service credit." Eligible retirees who retire between the ages of **fifty-five (**55**)** and **sixty-five (**65**) shall** be eligible to remain on the District paid group health insurance plans and participate in **SISC** at the active employee rates until they reach age sixty-five **(65)**. The maximum amount paid by the District for retirees age **fifty-five (**55**)** to **sixty-five (**65**) shall** be the highest of the single, active HMO plans for San Mateo County.

5.1.1 Eligibility is determined by **the District** to be **a minimum of** five **(5)** years of fully paid contributions as a member of STRS or PERS. All retirees past or present who meet this minimum eligibility qualification and have retired or subsequently will retire from Sequoia District shall be eligible to participate in the District's benefit program **through SISC**.

5.1.1.1 For **employees hired** on or after April 1, 1998, and who retire and are eligible, the District will reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the**District** minimum benefit until **the employee** reaches sixty**-**five **(65)**. Beyond age **sixty-five (**65**)**, employees in this category **shall** remain eligible to participate in Sequoia district's **SISC** medical coverage, however, the cost of the premium in excess of the **District's** minimum **shall** be borne by the employee.

5.1.2 The District **shall** continue to pay only the Medicare B premiums beginning at age **sixty-five (**65**) for eligible retirees**.

5.1.3 For **employees hired** prior to April 1, 1998, and who are eligible, the district **shall** provide a taxable service credit. The District **shall** reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the **District's** minimum benefits. This reimbursement will be received by the retiree as a taxable service credit. The District will reimburse the same premiums for the eligible retiree's spouse/domestic partner until the spouse/domestic partner reaches age sixty-five **(65)**.

5.1.4 The District shall provide service credit and the District shall comply with IRS guidelines. The District shall reimburse, during the term of this agreement, the cost of the annual premium up to the highest single active HMO premium minus the District minimum benefit. This reimbursement shall be received by the retiree as a taxable service credit

5.1.4.1 Beginning on January 1, 2023, retirees who do not qualify for lifetime benefits under subsection 5.1.1.1 of this collective bargaining agreement and who were enrolled in CalPERS Medicare Kaiser or Medicare Anthem Blue Cross plan in December 2022, shall receive a maximum District contribution toward their retiree SISC Medicare Kaiser or Anthem Blue Cross premium cost of two hundred dollars ($200) per month in subsequent calendar years. This same two hundred dollars ($200) per month maximum District contribution toward retiree benefits shall be applied to future retirees who do not qualify for lifetime benefits under subsection 6.5.1.1 of this collective bargaining agreement.

5.1.4.2 Beginning on January 1, 2023, retirees who do not qualify for lifetime benefits under subsection 6.5.1.2 of this collective bargaining agreement and who were enrolled in the CalPERS United Health Care plan in December 2022, shall receive a maximum District contribution toward their retiree SISC Medicare Anthem Blue Cross premium cost of two hundred and fifty-seven dollars ($257) per month in subsequent years.

5.1.5 For the duration of this agreement, retirees who move outside of the **SISC** provider service area shall receive reimbursement for individually purchased insurance coverage up to the amount of the highest of the single active premium for HMO coverage available in San Mateo County. Outside of the **SISC** provider service area means there is no **SISC** provider within a 30-mile radius.

5.2 Retiree Eligibility

5.2.1 **Eligible retired employees** must be at least fifty-five **(55)** years of age **and** must have contributed to PERS or STRS for a minimum of five **(5)** years.

5.2.2 The spouse of eligible retired **employees** shall continue to be covered with health insurance until the spouse has reached age sixty-five **(65)**. After age sixty-five **(65)** eligible retired **employees** may retain health insurance coverage for the retiree's spouse until the spouse reaches **sixty-five (**65**)**, provided the retiree remits to the District the full cost of the spouse's participation in the health insurance program.

5.2.3 In order to receive district-paid benefits, **retired employees** must have served in the district for sixteen **(16)** years immediately prior to retirement. For each additional year of age beyond age **fifty-five (**55**)**, the length of service may be reduced by two **(2)** years but to no less than **ten (**10**)** years of service. Members who meet this eligibility requirement qualify to receive the taxable service credit.

Age	**Required Service Years**
55	**16**
56	**14**
57	**12**
58+	**10**

5.2.4 The retiree must be actually drawing retirement benefits from either the State Teachers Retirement System or the Public Employees Retirement System.

5.2.5 The retiree must have been eligible for and covered by health insurance while an active employee. The district's contribution to the health insurance premium for the retiree shall be prorated in the manner provided for active retirees in Section 1.2 of this Article.

5.2.6 "Years" as used in this section shall be defined as years of service credit as calculated by the Public Employees' Retirement System (PERS), i.e., ten **(10)** months for full-time**, seven and one-half** (**7.5**) employees or 1720 hours for hourly (less than full time) employees. It is understood that PERS credits a full year of service credit to employees participating in the Reduced Workload Program.

2. Wages

ARTICLE XI: WAGES

a. 2024-2025 School Year Ongoing

Effective retroactive July 1, 2024, the District shall increase the AFSCME Supervisor salary schedules by five and one half percent (5.5%) for the 2024-2025 school year. This retroactive July 1, 2024, five and one half percent (5.5%) salary schedule increase completely resolves negotiations for the 2024-2025 school year.

b. Section 4 - Professional Growth

3.3 **Eligible employees shall be granted fifty dollars ($50.00) per month, prorated to the work year and workday of the individual employee for eight (8) semester units or twelve (12) quarter units from an accredited college, university or approved adult education course. A transcript must be provided to the Human Resources**

Department as proof of completion. Credit for adult education courses shall be equated as follows:

Hours	Units
10-15	0.5
16-20	1
21-30	1.5
31-40	2
41-50	2.5
51 or more	3

c. Section 6 - Longevity

6.1 **Employees shall receive a longevity increment to the regular base pay based on years of service. Eligible employees who are employed less than full time shall receive a prorated increment based on hours worked. Longevity increments shall be paid as follows for full-time employees:**

Years in Service	Longevity Increment
7-10	$50.66
11-14	$73.18
15-18	$101.33
19+	$123.84

6.2 Longevity increments for eligible employees become effective the first of the month following completion of the years of service required in this section.

6.3 Longevity increments in this Article are not cumulative.

6.4 Unless otherwise agreed upon, effective July 1, 2019 the longevity values included in this Article shall be increased by the same percentage and in the same manner as any future ongoing increases to the parties' salary schedule.

3. Terms of Agreement

ARTICLE XVI: TERMS OF AGREEMENT

Effective upon ratification by both Parties, the Parties agree to revise the current Section 1.1 as follows:

1.1 This Agreement will be effective **July 1, 2024,** and shall remain in full force and effect up to and including June 30, 2025.

1.2 It is in the interest of the parties to maintain the fiscal solvency of the District. If, at any time during the term of this Agreement, the District believes that its fiscal solvency is in jeopardy, the Association agrees, at the request of the District, to reopen negotiations on salary and benefits (Articles VI and XI).

Sequoia Union High School District

Todd Beal (Oct 21, 2024 09:31 PDT)

Todd Beal

Freedom Siyam

AFSCME Supervisors

Aubrey Taff

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Brien Oliver

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ABDUL JOHNSON (Oct 22, 2024 15:23 CDT)

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