

TENTATIVE AGREEMENT

ARTICLE 16

BENEFITS

1. Medical, Dental, and Vision Insurance

- a. Effective July 1, 2002, medical benefits shall be offered through CalPERS Health Plans.
- b. The Employer shall pay up to eight percent (8%) of future premium increases for medical, dental, and vision plans. In the event that a medical plan has a premium decrease (<0%), the Employer will apply ninety percent (90%) of the premium decrease towards Employer contribution and ten percent (10%) towards Unit Member plan premiums.¹
- c. Each Unit member shall pay through payroll deduction any premium cost in excess of the Employer's contribution. Each Unit Member may select from among the plans made available by the Employer and the Union.

2. Medical Insurance

Effective January 1, 2016, the Employer and Unit Members shall pay the following toward medical premiums:

Kaiser	Agency Pays	Employee Pays	Total
Single	\$ 699.57	\$ 46.90	\$ 746.47
2-Party	\$1,374.29	\$ 118.65	\$1,492.94
Family	\$1,779.13	\$ 161.69	\$1,940.82
Blue Shield NetValue	Agency Pays	Employee Pays	Total
Single	\$ 802.19	\$ 231.67	\$1,033.86
2-Party	\$1,579.53	\$ 488.19	\$2,067.72
Family	\$2,045.93	\$ 642.11	\$2,688.04
Blue Shield Access +	Agency Pays	Employee Pays	Total
Single	\$ 855.51	\$ 160.67	\$1,016.18
2-Party	\$1,686.15	\$ 346.21	\$2,032.36
Family	\$2,184.52	\$ 457.55	\$2,642.07
Anthem HMO Select	Agency Pays	Employee Pays	Total
Single	\$ 721.79	\$.00	\$ 721.79
2-Party	\$1,430.81	\$ 12.77	\$1,443.58
Family	\$1,860.05	\$ 16.60	\$1,876.65
Anthem HMO Traditional	Agency Pays	Employee Pays	Total
Single	\$ 781.94	\$ 73.48	\$ 855.42
2-Party	\$1,539.04	\$ 171.80	\$1,710.84
Family	\$1,993.30	\$ 230.79	\$2,224.09
United Health Care	Agency Pays	Employee Pays	Total
Single	\$ 825.01	\$ 130.43	\$ 955.44
2-Party	\$1,625.18	\$ 285.70	\$1,910.88
Family	\$2,105.28	\$ 378.86	\$2,484.14
Health Net SmartCare*	Agency Pays	Employee Pays	Total
Single	\$ 699.57	\$ 108.87	\$ 808.44
2-Party	\$1,374.29	\$ 242.59	\$1,616.88
Family	\$1,779.13	\$ 322.81	\$2,101.94

¹ 16.1.b Revised 6/2015

PERS Choice PPO	Agency Pays	Employee Pays	Total
Single	\$ 669.67	\$ 128.69	\$ 798.36
2-Party	\$1,314.44	\$ 282.28	\$1,596.72
Family	\$1,701.35	\$ 374.39	\$2,075.74

Effective until 12/31/2016- See website: <http://www.cccoe.k12.ca.us/supe/hr/classben.html> for future increases

3. Dental Insurance: Effective January 1, 2016, the Employer shall pay up to \$65.50 per month toward the premium of each Unit member enrolled in the Delta Dental plan, and up to \$121.69 for two-party, and \$185.00 for a family.

4. Vision Insurance: Effective January 1, 2016, the Employer shall pay up to \$11.03 per month toward the premium of each Unit member enrolled in VSP, and up to \$23.04 for two-party, and \$33.09 for a family.

5. Cash-In Lieu

When an employee declines medical coverage under the employer's group medical insurance plan, the Employer shall offer a taxable monthly cash in lieu dollar amount of \$335.07. The employer shall pay premiums for single party mandatory vision and dental enrollment. This will not reduce the cash in lieu benefit. If an employee chooses to enroll dependents in dental and/or vision coverage, the premiums for the dependents will be deducted from the \$335.07 monthly cash in lieu dollar amount. An employee must provide written documentation to assure that they have equivalent medical coverage provided from other sources. Whenever the outside equivalent medical coverage is terminated, the employee will provide immediate notification to the Employer. Enrollment in the Employer-sponsored medical program will be required.

6. Tax Shelters

Employees are entitled to participate in shelters to reduce their taxable income. Employees may select from among the plans made available.

7. Internal Revenue Code (IRC) 125 Plan

The Employer and designated Representatives of the Classified Units agree to work together to maintain and improve participation in the IRC 125 Plan. The parties will work in conjunction with an outside consultant as appropriate and in keeping with legal requirements.

8. State Disability Insurance (SDI)

The Employer shall administer the provision of state disability insurance coverage for Unit members under Sections 710.4 and 710.5 of the California Unemployment Insurance Code. Such coverage will be subject to the limitations outlined in the above noted Code Sections.

9. Life Insurance

The Employer shall provide a \$10,000 life insurance policy for each Unit member at no cost to the member. A Unit member may purchase additional coverage at his or her own cost.

10. Retirement Plans

The Employer participates in the California Public Employees' Retirement System (CalPERS) and the California State Teacher's Retirement System (CalSTRS).

- a. Tier 1. The Employer shall maintain CalPERS benefits for Unit employees who are deemed to be "classic members" and who are employed with the Employer in a classified position on or prior to December 31, 2012. The CalPERS benefit shall be based upon the 2% @ 55 retirement benefit formula.

For classified employees who participate in the CalSTRS retirement plan, the CalSTRS benefit shall be based upon the 2% @ 60 retirement benefit formula.

- b. Tier 2. Public Employees' Pension Reform Act of 2013 (PEPRA) Implementation. For Unit employees who are employed with the Employer in a classified position on or after January 1, 2013, and who are deemed by CalPERS to be "new members", the Employer shall provide retirement coverage based upon the 2% @ 62 retirement benefit formula.

For classified employees who participate in the CalSTRS retirement plan, the CalSTRS benefit shall be based upon the 2% @ 62 benefit formula.

- c. For Unit employees who are employed with the Employer in a classified position on or after January 1, 2013, and who are deemed by CalPERS to be "classic members", Tier 1 benefits shall apply.²

11. Post- Retirement Health Benefits

The Employer shall provide a health, dental, and vision insurance plans for the retiree only who meets the following criteria:

- a. Employees hired prior to July 1, 2011:

- (1) Employee is age fifty-five (55) or more at the time of retirement.
- (2) Employee has been in paid status in the employment of the Contra Costa Superintendent of Schools for the five (5) years immediately preceding retirement date.
- (3) Employee must be enrolled in health, dental, and vision plans prior to the date of retirement.
- (4) If a retiree moves to an area where the current health plan carriers do not have operations, the retiree could choose a comparable medical provider available in that area and apply for an individual plan. The Employer would reimburse the retiree an amount not to exceed the cost of equivalent coverage available from our current health plan and shall not exceed the amount being paid for an active bargaining unit member.
- (5) The payment of such premiums shall continue until age sixty-five (65) or until employee qualifies for Medicare or Medi-Cal benefits, with the Employer paying up to the maximum single-party Kaiser HMO or single-party Blue Shield HMO as established under CalPERS. At this time, the employee will be eligible to continue group health benefits through CalPERS.

- b. New employees hired after July 1, 2011:

- (1) Employee is age fifty-five (55) or more at the time of retirement.
- (2) Employee has been in paid status in the employment of the Contra Costa Superintendent of Schools for the ten (10) years immediately preceding retirement date.

² 16.10.a.b.c. Added 6/2015, 16.11 Name Change 6/2015

- (3) Employee must be enrolled in health, dental, and vision plans prior to the date of retirement.
- (4) If a retiree moves to an area where the current health plan carriers do not have operations, the retiree could choose a comparable medical provider available in that area and apply for an individual plan. The Employer would reimburse the retiree an amount not to exceed the cost of equivalent coverage available from our current health plan and shall not exceed the amount being paid for an active bargaining unit member.
- (5) The payment of such premiums shall continue until age sixty-five (65) or until employee qualifies for Medicare or Medi-Cal benefits, with the Employer paying up to the maximum single-party Kaiser HMO or single-party Blue Shield HMO as established under CalPERS. At this time, the employee will be eligible to continue group health benefits through CalPERS.

c. New employees hired after July 1, 2011:

- (1) Employee is age sixty (60) or more at the time of retirement.
- (2) Employee has been in paid status in the employment of the Contra Costa Superintendent of Schools for the five (5) years immediately preceding retirement date.
- (3) Employee must be enrolled in health, dental, and vision plans prior to the date of retirement.
- (4) If a retiree moves to an area where the current health plan carriers do not have operations, the retiree could choose a comparable medical provider available in that area and apply for an individual plan. The Employer would reimburse the retiree an amount not to exceed the cost of equivalent coverage available from our current health plan and shall not exceed the amount being paid for an active bargaining unit member.
- (5) The payment of such premiums shall continue until age sixty-five (65) or until employee qualifies for Medicare or Medi-Cal benefits, with the Employer paying up to the maximum single-party Kaiser HMO or single-party Blue Shield HMO as established under CalPERS. At this time, the employee will be eligible to continue group health benefits through CalPERS.

12. Holidays

a. The Employer shall provide the following thirteen (13) legal and local holidays for each full-time employee:

Independence Day	New Year's Day
Labor Day	Day preceding or following New Year's Day
Veteran's Day	Martin Luther King's Birthday
Thanksgiving Day	Washington's Birthday
Day following Thanksgiving	Lincoln's Birthday *
Christmas Day	Memorial Day
Day preceding or following Christmas Day	

*Date of holiday may vary by site calendar

An employee must be in a paid status on the workday immediately preceding or succeeding the above-designated holidays to be eligible for this paid benefit.

b. 260 vs. 261 Work Days

- 1. To settle all 260 vs 261 work days discrepancies for this contract (2013-2016), 12-month and 11-month employees shall be granted the following:**
 - i. 2 non-work/non-paid days off to be taken between 7/1/2016 and 6/30/2017**
 - ii. 2 non-work/non-paid days off on 12/27/2016 and 12/28/2016**

- 2. Effective 7/1/2016, 12-month and 11-month employees will be granted the following to address the matter of 260 vs. 261 work days discrepancies;**
 - i. 1 non-work/non-paid day to be taken on the Wednesday before the Thanksgiving holiday**
 - ii. Every Leap Year, a non-work/non-paid day off will be awarded to employees who were in paid status on 2/29. The day will be taken between March 1 and June 30 of the Leap Year.**

13. Personal Holiday

a. General Classified

Effective July 1, 1997, each regular General Classified employee shall be granted one (1) personal holiday per fiscal year (non-cumulative), consistent with departmental scheduling, with three (3) days prior approval by the immediate supervisor.

Approval shall be withheld if the holiday would interfere with efficient department/ program/site operations, or adversely affect classroom students.

If departments/programs/sites are adversely affected because of multiple requests for the same personal day, the request received first would be given preference.

Personal holidays may be taken in half day increments.

b. Instructional Assistants

Effective July 1, 1998, each permanent Instructional Assistant employee shall be granted one (1) personal holiday per school year. Guidelines for the personal holiday are listed below:

- Instructional Assistants shall be given a personal holiday on a non-student day that will be scheduled in every Student Program and Services calendar. The date of this holiday would vary by program, but would be the same date for all Instructional Assistants in that program. For example, all Instructional Assistants in the East County Regional Programs shall take the same day.
- This personal holiday shall not be taken on the CCCOE annual Staff Development Day.
- The CCCOE will make every effort to schedule staff development days to coincide with a Friday, Monday and/or a holiday.
- This is based upon the requirement that no substitute be hired to replace the Instructional Assistants and would not result in additional costs.

14. Vacation

a. Accrual

The Employer shall provide each full-time, twelve (12) month employee vacation accrual as follows:

Beginning with the first year of service through 14 years of service	15 days per year
Beginning with the 15 th year of service through 20 years of service	20 days per year
Beginning with the 21st year of service through 25 years of service	25 days per year
Beginning with the 26th year of service through 30 years of service	30 days per year
Beginning with the 31st year of service and beyond	35 days per year *** (Five of these days to be paid on the anniversary of full-time employment – see 8.d.(1) of this Article)

b. Proration

The Employer shall provide each employee who works less than full-time vacation accrual on a prorata basis at the same ratio as his/her work assignment relates to a full-time assignment.

c. School Year Assignments

Employees assigned to less than a twelve (12) month schedule and that work on a school year basis will use accrued vacation during the Winter and Spring Recesses. Only if their vacation accrual exceeds the days stated in the period above, exclusive of Saturdays and Sundays, shall the employee be entitled to take vacation on a scheduled workday, or for disability due to illness or injury, and then only to the extent all sick leave has been exhausted. For these employees, such excess accrual shall be subject to the rules governing accumulation stated below.

Twelve (12) month Instructional Assistants and Tutors shall have the option of taking leave without pay or vacation on days their site is closed for Winter or Spring Recess (Does not include Staff Development Days).

d. Accumulation

An employee may accumulate vacation time to the extent of twice the annual accrual. Accumulated vacation time is printed on monthly pay stubs. It is the employee's responsibility to seek approval to use accumulated vacation time. If two successive requests for vacation are denied, the amount of time sought may be accumulated for an additional year.

Upon reaching 31+ years employment, an employee may accumulate vacation time to the extent of twice the annual amount not to exceed 480 hours. Additional time earned (five [5] days) will be paid by in the month following the anniversary of their full-time employment.

e. Vacation Sell-Back

(1) General Classified Unit and 12-Month Instructional Assistants

No later than July 1, an employee may submit a written request to Human Resources that includes the number (up to 40) of vacation hours they request to sell back.

Upon verification of excess vacation hours by Human Resources after the July 15 attendance report, the vacation pay-out will be processed.

Vacation pay-out will be at the employee's current rate of pay and paid on the July payroll check.

(2) 10- or 11-Month Instructional Assistant Unit Members

Instructional Assistants who accrue additional vacation time hours based on years of service and/or extended year shall be paid for any hours in excess of five days each year on July 31.

f. Scheduling Vacations

Employees should request in writing and schedule their vacations as far in advance as possible. The employee's request for vacation shall normally be approved unless the Employer determines there will be an adverse effect on the function. Within five (5) workdays or receipt of employee's request, the Employer shall respond in writing. If the request is denied, the reason for denial will be provided in writing. If that effect arises because of multiple requests for the same time, the time shall be allowed to the employee with the "hire date seniority," regardless of classification.

15. Distribution of Master/Reopener Contract

The Employer shall provide to each Unit member a copy of the current Master Contract within 45 calendar days of the signing of the ratified agreement with one-half of that cost paid by the Union. In addition, the Employer shall provide to each Unit member a copy of all reopener contracts within 45 days of the signing of the ratified agreement at no additional cost to the Union.

16. Employee/Employer Relations (EER) Committee

The Union and the Employer mutually agree to meet monthly for a labor-management meeting to review ongoing issues of concern and interest to both parties.

The joint Employee/Employer Relations committee will be composed of two (2) employee representatives from each Unit, along with three (3) management representatives.

17. Uniforms for Maintenance and Custodial Staff

The Employer shall provide uniforms and rain gear for maintenance, custodial staff, and facilities technician staff that wish to wear them.

SIGNATURES

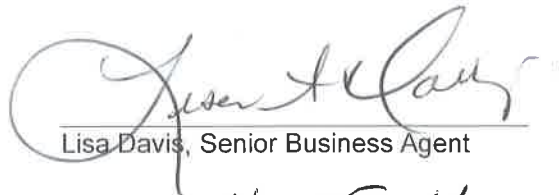
*For the Contra Costa County
Superintendent of Schools*



Katie Gaines, Assistant Superintendent, HR

Date: 4-25-16

*For the Public Employees Union,
Local One*



Lisa Davis, Senior Business Agent

Date: 4-25-16

TENTATIVE AGREEMENT

ARTICLE 17

SALARIES¹⁷

1. Adjustment to Salary Schedule
 - a. **Effective July 1, 2015, the Classified Salary Schedules shall be increased by four percent (4%), for all Unit Members employed during the 2015-2016 fiscal year**
 - b. Effective July 1, 2014, the Classified Salary Schedules shall be increased by four percent (4%), for all Unit Members employed during the 2014-2015 fiscal year
 - c. Effective July 1, 2013, the Classified Salary Schedule shall be increased by two percent (2%), for all Unit Members employed during the 2013-2014 fiscal year.
 - d. Effective July 1, 2013, the Classified Salary Schedules will be increased by 2.85% in-lieu of the Employer's 2.85% contribution of the Unit Member's 7% share to the Public Employees' Retirement System (PERS).
 - e. Effective January 1, 2013, the Classified Salary Schedules shall be increased by two percent (2%), with the retroactive payment applied to base, longevity and educational unit stipends
 - f. Effective July 1, 2012, the Classified Salary Schedules shall be increased by one percent (1%), with the retroactive payment applied to base, longevity and educational unit stipends.
 - g. December 2012, Unit Members employed as of the date of ratification, received a one-time three (3%) percent off the salary schedule payment on their base salary for the 2011-12 school year. An increase in total compensation for other bargaining units triggered the "me too" clause for Local One, which will result in a one-time three (3%) adjustment to be paid on longevity and educational unit stipends.
 - h. No adjustments shall be made to the 2010-11 Classified Salary Schedule.
 - i. For the 2009-10 school year, Unit Members will receive a "one-time" .79% salary bonus payment based on 1.0 FTE (prorated for Unit Members that worked less than the full academic year or are less than a 1.0 FTE)
 - j. No adjustments shall be made to the 2008-09 Classified Salary Schedule.
 - k. Effective January 1, 2008, the Classified Salary Schedules shall be increased by 3.25%.
 - l. Effective July 1, 2005, the Classification and Compensation Study with salary recommendations will be implemented.
 - m. Effective July 1, 1997, any permanent classified employee having completed two (2) years of service who leaves the Agency during a fiscal year in which retroactive pay is

granted, shall receive the negotiated increase for the months served during that fiscal year.

- n. Salary ranges established by the Employer for any new classifications created during the term of this Agreement that are assigned to the Classified Units shall be subject to negotiation with the Union.
- o. When a Unit member is promoted to a higher classification, salary placement in the new classification shall be on a step that is at least/minimum of 5% higher than the Unit member's former classification. Such adjustment shall not exceed the top step of the new classification.
- p. Employees in the General Classified and Instructional Assistant Units shall receive an additional increment of **\$175** for each fifteen (15) units of approved college credit up to a total of sixty (60) units.

Additionally employees in the General Classified and Instructional Assistant Units will receive reimbursement of **up to \$1,000 per year** for tuition and book expenses to further their education. The guidelines are outlined in Administrative Regulation 4214.

- q. Employees assigned to the Instructional Assistant Unit who are required to drive a county vehicle shall be paid \$10.00 for driving on any days so required. (Any employee required to obtain, or keep in force, a school bus driver's license shall be given release time without loss of pay as necessary to obtain and maintain such license.)
- r. Effective upon the date of ratification for the 2012-13 year, the Employer shall provide employees with extra pay for continued service with the County Superintendent of Schools under a longevity pay plan as follows:

Years of Service Completed	Additional % to be added to Basic Salary Schedule Rate
Seven (7)	3%
Ten (10)	2%
Fourteen (14)	3%
Nineteen (19)	2%
Twenty-Four (24)	2%
Twenty-Nine (29)	2%

Longevity means extra pay for continued service with the Superintendent of Schools. Longevity is determined by hire date.

s. Medical Procedures Stipend – effective July 1, 2016

(1) A monthly stipend of \$5 per day will be paid to Permanent Instructional Assistants, Special Education and Instructional Assistants, Transitional Support staff who have been:

- Certified in writing annually by a CCCOE nurse to perform medically necessary procedures from the following list: gastrostomy tube

care; tracheotomy care; asthma nebulizer; colostomy/ileostomy care; vagal nerve stimulator; glucose testing and administering of glycogen for a diabetic student; urinary catheterization, oxygen administration by trach or nasal prong.

and

- **Assigned and authorized monthly by the principal.**
- **A minimum of one (1) procedure must be performed in one day in order to be eligible for the \$5 per day stipend. The assigned personnel shall submit monthly documentation on the number of procedures performed each day**

t. Classroom Teacher Substitute

(1) If a classroom teacher requires a substitute, the Instructional Assistant assigned to that class may serve as the substitute teacher if the following conditions are met:

- The Instructional Assistant must possess the required credentials;
- Must have the credentials on file with the Human Resources Department of the Contra Costa County Office of Education;
- Subject to prior approval of the appropriate Principal/Assistant Principal.

The rate of pay for such assignment shall be the assigned Instructional Assistant's current rate of pay plus \$50.00 per day or the second step of the substitute teacher rate, whichever is higher.

(2) Effective October 27, 2000, in an emergency and under the periodic supervision of an administrator or credentialed designee, Instructional Assistant Unit members may maintain a class in the absence of the regular teacher. The assigned Instructional Assistant shall receive their current rate of pay plus \$50.00 a day. The Instructional Assistant will not have sole responsibility for maintaining the class in the absence of the regular classroom teacher. Guidelines for stipend are listed below:

- Included are Unit members with the classification of Instructional Assistant, Transitional Support Assistant (TSA), Itinerant (floater), Specialized Health Care Assistant, and Tutors.
- Full student attendance day or equal to the number of school hours scheduled for the class to which the Unit member is assigned.

u. Translation (Bilingual) Stipend

- (1) The Employer shall pay additional compensation in the amount of \$5 a day to Unit Members whose regular job description does not include translation services and who in the course of their regular job duties are asked to provide translation services to the Employer in a language other than English.

- (1) Such Unit Members may provide translation services, with the prior approval of the Principal or designee requesting these services. Services include but are not limited to verbal and written translations for school to home communications and other day-to-day services approved by the Principal or designee requesting these services.
- (2) A time sheet shall be maintained by the Unit Member for bilingual translation services, indicating the reason and date and the type of bilingual service provided. The completed time sheet shall be approved by the Principal.

SIGNATURES

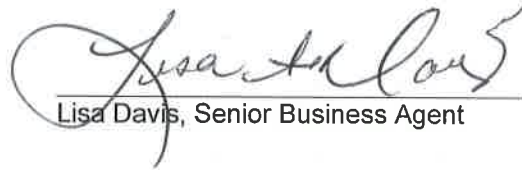
*For the Contra Costa County
Superintendent of Schools*



Katie Gaines, Assistant Superintendent, HR

Date: 4-25-16

*For the Public Employees Union,
Local One*



Lisa Davis, Senior Business Agent

Date: 4-25-2016

SIDE LETTER AGREEMENT FOR GENERAL CLASSIFIED AND INSTRUCTIONAL ASSISTANTS


1. CCCOE and PEU Local One shall jointly develop a form and system for the IEP scheduling process before August 1, 2016

SIGNATURES

***For the Contra Costa County
Superintendent of Schools***


Katie Gaines, Assistant Superintendent, HR

***For the Public Employees Union,
Local One***


Lisa Davis, Senior Business Agent

Date: 4-25-16

Date: 4-25-16.

