

## **ARTICLE 19**

### **GROUP INSURANCE BENEFITS**

#### **A. Health Insurance Programs**

For each eligible full time employee electing to participate, the District shall provide the following:

1. A choice of a Family Medical Plan - one of which shall include an HMO.
2. Life Insurance coverage equivalent to the amount of an employee's basic salary rounded off to the nearest thousand dollars.
3. Full Family Dental Plan.
4. Full Family Vision Care.

#### **B. Premiums and Carrier**

1. The coverage described above shall be provided by the carrier(s) selected by the Association, but such selection shall not result in substantial additional management costs by the District. The premiums for coverage provided in Article 19-A shall be paid as follows.

a) Commencing July 1, ~~2021~~ ~~2019~~ the maximum annual District premium contribution for each full time employee shall be \$1,726 (\$20,712 annually).

b) Commencing July 1, ~~2022~~ ~~2020~~ the maximum annual District premium contribution for each full time employee shall be \$1,726 (\$20,712 annually). ~~determined following compensation and benefits negotiations commencing no later than April 1, 2020.~~

**c) Commencing July 1, 2023 the maximum annual District premium contribution for each full time employee shall be \$1,776 (\$21,312).**

2. Employees shall be responsible through payroll deduction for that portion of the premiums which exceed the District contribution. No later than June 1 of each plan year the Association shall determine what plan changes, if any, will be made in any plan to be offered. If a change in carrier is contemplated, the insurance carriers will be determined by a competitive bidding process to be completed by May 15, of each plan year.

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3. Coverage for new employees will commence the first of the month following the date of hire (i.e. first day worked) or the month thereafter, provided they complete an application for coverage prior to the time coverage is to go into effect and it is received by the Human Resource Department within 30 days of their date of hire.

### C. Termination of Employment and Insurance Coverage

If an employee is terminated prior to the end of a school year, the District's payment of premiums for the employee's coverage shall cease as of the last day of the month the employee is employed.

If an employee is terminated between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August. The employee may enroll in the plan of the employee's own choosing subject to the conversion rights provided by the carrier.

### D. Temporary and Part-time Employees

Temporary and part time employees will receive term life insurance and all other group insurance benefits received by regularly contracted employees subject to the following:

1. Employees who are employed for less than 1/2 time are not eligible for District group insurance plans or contributions. Employees who are contracted from 1/2 time to less than 3/4 time are eligible and receive one half of the District contribution and must pay the other half themselves to participate. Employees who are contracted for 3/4 time or more shall receive full group insurance contributions.
2. Temporary employees who are hired to fill a continuous assignment of more than 1/2 the days in the normal employee work year shall be eligible for group insurance benefits on the same basis as other regularly contracted employees.
3. ~~Those employees (except above 1030 hours for retired teachers) whose assignment exceeds 599 hours must participate in the Public Employee Retirement System (PERS).~~

E. All matters relating to claims under Insurance Coverages are excluded from the Grievance Procedure.

### F. Insurance Committee

During the term of this Agreement, the Association will actively participate with the District's Insurance Committee. BEA will appoint up to five (5) representatives. The Insurance Committee will study

and may recommend to the parties methods to contain costs in the group insurance benefits. Substantive changes are subject to ratification by the School Board and the membership of BEA.

**G. Long-Term Disability Insurance**

1. The Long Term Disability Plan shall provide up to the first 36 months of each period of continuous disability. Total disability means the “complete inability, as a result of sickness or accidental bodily injury or pregnancy, to work at your own occupation.”
2. The Association shall select the LTD carrier, but such selection shall not result in substantial additional management costs by the District. Employees otherwise entitled to participate in the group insurance plan will be responsible for the cost of LTD through payroll deductions. The cost per employee will be based on the percentage of payroll multiplied by the basic monthly earnings of each employee.
3. The plan in effect during the ~~1993-94~~ **2021-22** school year shall be maintained for the duration of this agreement, unless a majority of employees ratify an agreement to modify the plan.
4. The District Insurance Committee shall review the plan and recommend any modifications to the parties for action.
5. The District will provide and pay for medical coverage as outlined in Article 19-A and B to any employee on LTD for a period not to exceed 36 months or when the employee is no longer eligible for the group LTD benefit, whichever occurs first. Employees may continue such coverage after this period provided the employee pays the premium for such coverage in advance as allowed by the carrier.
6. The District will provide benefits as required by law to employees with on-the-job injuries or illness through the Workers’ Compensation Program.

**H. Section 125: Flexible Spending Account**

1. The District agrees to implement and pay the start-up fee for a new pre-tax benefit plan for all employees. The plan will allow employees to defer tax on the maximum income allowed by law and for all the purposes allowed by law.
2. The District Insurance Committee will select and monitor the plan and may recommend modifications as the plan is implemented. Any administrative fee not paid for by the carrier shall be paid by the participating employees. An annual open enrollment will occur September to mid-October.

**Commented [1]:** I don't see any problematic language that contradicts what we are currently doing. I don't see anything about BEA getting to pick the FSA carrier, but the contract says the "association" does get to pick the health, dental and LTD carrier as long as it doesn't cost the district too much in administrative costs. This may give them the impression that they get to pick the FSA carrier, too, but I don't see that the contract explicitly states that.

**I. Data Verification**

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1. There shall be full and timely disclosure of health insurance data, correspondence and consultation.
2. Each party shall have an equal opportunity to participate in meetings, consultations, preparation and exchange of data that affect the bargaining unit.
3. The BEA will pay an agreed upon proportional amount of consultation costs based on usage.