

**TENTATIVE AGREEMENT
ARTICLE XVI
EMPLOYEE BENEFITS**

1. The District shall maintain and pay the cost of health and welfare benefits (i.e., medical, dental, and vision) for employees (and dependents) who have a regular assignment and who work twenty (20) hours or more per week, as mutually agreed upon.
 - a. Eligible part-time employees will be entitled to participate in the medical, dental, and vision programs on a pro-rata basis consistent with the number of hours worked. The District will pay the percentage of the full premium consistent with the employee's percentage of a full-time assignment. The dollar equivalent of the pro-rata share of benefits may be applied toward one benefit of the employee's choice.
 - b. If any such policy is changed or canceled by the insurers, the Saratoga Classified Association and the District shall promptly locate an alternate benefit plan acceptable to both parties. In any event, coverage will be continuous for the life of this contract.
 - c. The level of benefits in effect at the expiration of this contract shall continue in effect during the time that continuous negotiations of a new contract are proceeding.
 - d. In the event that Federal or State taxation laws regarding health insurance benefits change, the Saratoga Classified Employees will immediately re-negotiate this article.

~~2. The District currently has obtained a policy of liability insurance which provides limited liability protection to employees acting within the scope of their employment. A copy of such policy has been furnished to the Association and the Association represents that it is familiar with the restrictions, coverage, limitations and applications thereof. The District shall maintain such policy provided, however, that the District shall be relieved of its obligation herein if, for any reason, such policy is canceled or changed by the insurers. The District will notify the Association if coverage is no longer in effect. In such an event, the Association and the District shall endeavor to promptly locate alternate insurance acceptable to both parties.~~

2. 3. Health and Welfare Benefits

Agreement on payment of health and welfare benefits: The district will pay the premium for qualified bargaining unit members at a rate no higher than the Kaiser Family HMO premium rate. Any cost above the Kaiser Family HMO rate will be paid by the bargaining unit member. Payment towards the cost of the premium will be adjusted per FTE for part time employees.

It is in the mutual interest of both the District and the Association to contain the cost of health benefits. Both parties will direct our Health & Welfare Task Force to advocate for the best possible health coverage for our employees at the lowest cost to the District.

The Task Force will convene each school year as needed to review and analyze the health plans offered by the District and will issue findings and recommendations to the District and employee groups in sufficient time to effect changes for the following fiscal year and/or plan year, if the parties choose to do so through the negotiations process. Negotiations shall be reopened on this subject at the written request of either party regardless of any contractual provisions to reopen or close negotiations during the term of this Agreement pursuant to Article I.

We will:

- Hold an **annual** open enrollment period. ~~in May or June.~~
- Provide a fact sheet for each employee on the cost of his/her benefits within forty-five (45) days after close of negotiations (i.e., medical, dental, vision, PERS, etc.). (Health & Welfare rate must be known.)

a. The District shall maintain and pay the cost of health and welfare benefits which have been mutually agreed upon year to year for unit members, their dependents, and registered domestic partners.

- i. If any such policy coverage is changed, the cost increased or policy ~~cancelled~~ **canceled** by the insurers, the Association and the District shall promptly locate an alternate insurance plan acceptable to both parties. In any event, coverage will be continuous for the life of this contract.
- ii. All benefits granted to full time unit members shall be granted to part time or shared contract unit members on a prorated basis. A unit member may opt to pay the uncovered portion to fully participate in all fringe benefits. A unit member who so chooses, may use the dollar equivalent of his prorated share of either the dental plan, vision plan, or a specific medical plan to apply toward the remaining benefit.
- iii. Payments for July and August benefits will be deducted in equal installments from September **through June**, ~~October, November and December~~ monthly compensation.



Ken Geisick, Superintendent
Saratoga Union School District

2/14/23

Date



Deborah Dallas
Saratoga Classified Association

2/14/23

Date