SECTION III - HEATH AND WELFARE BENEFITS

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3 Except as otherwise provided, the District shall provide the basic insurance package to 4 all eligible teachers. The basic insurance package shall be major medical of Kaiser 5 HMO or Health Net HMO, vision, dental, and life insurance coverage for the employee 6 only.

8 All unit members will be covered for life insurance coverage for the employee only. Unit 9 members who provide the necessary and required information of outside insurance 10 coverage may opt out of major medical, dental and vision coverage and receive one 11 thousand two hundred fifty (1,250) dollars per plan year. Unit members who opt out of 12 medical coverage but retain dental and vision coverage will receive the difference of 13 one thousand two hundred and fifty dollars and the actual cost for the coverage.

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15 Each year, the base District contribution per employee will be calculated as follows: The 16 cost of the employee only coverage for the basic insurance package (Kaiser HMO or 17 the District Health Net HMO contribution for all Health Net plans, dental, vision and life) 18 multiplied by the number of employees selecting those options, plus the amount used 19 for "cell enhancement" for the preceding benefit year. That sum divided by the total 20 number of unit employees who qualify for benefits for the current benefit year will be 21 adjusted by an amount equal to the arithmetic average of the premium increases for the 22 employee only of the basic insurance package as defined above. An additional amount 23 of funds will be calculated by multiplying the number of unit members who opt out of 24 major medical coverage by the previous year's amount times the same percentage of 25 increase as the arithmetic average as calculated above. The Federation and the District 26 will mutually agree upon the use of these additional funds. Employee enrollment from 27 June 30 of the previous school year shall be used as the basis for these negotiations.

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29 MEDICAL EXAMINATIONS

31 Medical examinations required as a condition of employment shall be paid for by the 32 District at the time the employee signs a contract.

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34 TAX SHELTERED ANNUITIES

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36 Employees in this Unit may participate in an approved tax sheltered annuity with the 37 District providing payroll deductions for this purpose. Teachers may change the tax 38 sheltered programs in which they participate by notifying the Payroll Department of the 39 intended change by the first of each month in which the change is to be effective.

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41 SABBATICAL LEAVE

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43 Employees on Sabbatical Leave of Absence shall receive full employee insurance 44 coverage without interruption to be paid by the District.

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1 UNPAID LEAVE

3 Employees on District-approved, nonpaid leave of absence, or retired employees, may 4 elect to continue the coverage for themselves and dependents. Premiums required for 5 coverage must be paid in advance either annually, semi-annually, or quarterly.

7 **DURATION OF BENEFITS**

9 Should an employee's employment terminate following the last day of the school year 10 and before the commencement of the ensuing school year, such employee shall be 11 entitled to continue to be covered under the heath, dental, and vision care plan until 12 August 31 of the ensuing school year.

14 HALF-TIME TEACHERS

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16 Half-time teachers shall receive the basic insurance package. Teachers who are 17 working less than 50% of the full-time equivalent are not eligible for benefits, except:

- 19 1. Employees who transfer from a position of 50% or more of the full-time equivalent to less than 50% of the full-time equivalent may continue coverage on the benefits plan on an employee-pay-all basis until the later of:
 - (a) The August 31 following the date of the reduced service, or
- (b) The end of the month three months following the date of the reduced service.
- 27 2. Employees who are covered under the benefits plan on a leave of absence status, 28 who return to work in a position of less than 50% of the full-time equivalent may 29 continue coverage on the benefits plan on an employee-pay-all basis for the same 30 duration as Paragraph 1 above.
- Employees may elect to continue the coverage for themselves and dependents by submitting the annual premium in advance to the Payroll Department of the Poway Unified School District or by arranging for payroll deductions.

36 **HOURLY TEACHERS**

Hourly unit members working over 50% of a full-time teacher shall receive the basic insurance package. Unit members will receive Two thousand fifty dollars of discretionary funds in the following manner:

- a. 55%-64% assignment will receive \$410 (20%) of discretionary funds per year.
- b. 65%-74% assignment will receive \$820 (40%) of discretionary funds per year.
 - c. 75%-84% assignment will receive \$1230 (60%) of discretionary funds per year.
- d. 85%-94% assignment will receive \$1640 (80%) of discretionary funds per year.
- e. 95%-100% assignment will receive \$2050 (100%) of discretionary funds per year.

1 SHARED CONTRACTS

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3 In a shared contract, two teachers share one single full-time contracted position.

5 Each teacher will receive health and welfare benefits as outlined below:

- 7 1. Teacher A and Teacher B each working fifty (50) percent of the time both semesters:
 8 The District will contribute the amount toward one basic insurance package. Each
 9 teacher will be required to make an additional pro-rata contribution for any coverage
 10 for costs exceeding the one basic package.
- Teacher A teaching more than fifty (50) percent both semesters, Teacher B teaching less than fifty (50) percent both semesters: Teacher A receives a full contribution for the entire year. Teacher B receives no District contribution but may purchase coverage as per the collective bargaining agreement.
- Teacher A teaching first semester, Teacher B teaching second semester: Teacher A will receive a full District contribution and receive coverage from the first teacher workday of the year that the teacher works through the end of the month of the first teacher workday of the first semester. Teacher B will receive a full District contribution and receive coverage from the first teacher workday that the teacher works through August 31 of that year.
- Teacher A and Teacher B each working fifty (50) percent of the time both semesters: 24 4. Teacher B elects for no District-paid insurance coverage (covered by spouse under 25 the same conditions as employees opting out of coverage,) Teacher A will be 26 provided the entire basic insurance package. Teacher A will be required to make 27 additional contributions for any coverage, including dependent coverage, exceeding 28 the basic insurance package. Should Teacher B exercise the option for his or her 29 proportion of the District-paid insurance coverage for a shared contract, Teacher A 30 will need to make additional contributions as specified in this Agreement. 31
- The district will contribute the amount toward one basic insurance package. In a shared contract, Teacher A and Teacher B may elect to split complete components of the package. The teachers may elect to take any or all of the components, but may not split the components into parts.

38 HEALTH AND WELFARE BENEFITS FOR RETIRED TEACHERS

Unit members with ten years of benefited eligible district service or more in the bargaining unit will receive the equivalent of the cost of least expensive medical, dental and vision coverage for use toward Health and Welfare premiums from the time of STRS/PERS retirement from the District until age 65. Unit members with ten years of benefited eligible service who separate from the District and continue their insurance toverage by submitting the premium under the terms of COBRA are eligible for this benefit upon their retirement from STRS/PERS within 12 months of separation from the District, provided that their insurance coverage is continuous. All monies paid by the District must be used for medical, dental or vision coverage; no other benefits are

covered. Unit members selecting a more expensive medical plan will pay the difference in premium costs. Teachers moving out of the area will receive the same dollar amount for use toward Health and Welfare premiums only. Any unused monies remain with the District. Unit members who receive STRS Disability Allowance under Options A or B and meet the requirements listed above will qualify for these benefits upon STRS notification to the District.

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8 CONDITIONS OF HEALTH AND WELFARE BENEFITS

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10 For the duration of this contract, there shall be no change in the basic plans, unless by 11 mutual consent.

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13 For the duration of this contract, the District guarantees no decrease in coverage.

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15 BENEFITS "OPT-OUT"

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17 Unit members who provide proof of other medical coverage may Opt-Out of the District 18 Basic Insurance package. Proof of other medical and dental coverage is required. Unit 19 members who Opt-Out must enroll in the District sponsored standard life insurance 20 coverage.

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22 Units members wishing to enroll in dental or vision coverage for themselves and/or their 23 dependents may do so. Premiums will be deducted from the employee "cash to 24 warrant" funds described below.

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Effective July 1, 2007, unit members electing to Opt-Out of the District basic insurance package will receive \$1,250 annually (\$125.00 tenthly) as cash to warrant.

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