

ARTICLE 19

HEALTH & WELFARE BENEFITS

19.1 Group Insurance Plans

The District shall provide for regular day employees and their dependents medical, dental, prescription, and vision insurance provided by carriers selected by the District Insurance Committee to which ACT shall appoint representatives. Verification of eligible dependents is required at the time of enrollment. Verification of eligible dependents shall include qualifying documents of dependent status. Children shall be considered eligible dependents up to their twenty-sixth (26th) birthday. The District will provide medical coverage for the domestic partner of an employee effective at the time District insurance carriers make it available at no increased cost with certification of the Declaration of Domestic Partnership. Summer program employees shall not be eligible for these benefits. Adult school unit members shall be entitled to the same health and welfare benefits as provided by existing District procedures.

19.1.1 Medical Plan

19.1.1.1 Medical insurance premiums will be paid by the District to the extent they do not exceed the Kaiser Family Plan. A unit member may select a plan that costs more or less than the Kaiser Family Plan Rate. The unit member shall pay the difference between the cost of the premium of the Kaiser Family Plan Rate and any plan that has a higher premium cost.

19.1.2 Dental Plan

19.1.2.1 The maximum dental coverage will be two-thousand dollars (\$2,000) per year, and will include two (2) prophylaxis treatments per twelve (12) months. The maximum orthodontia coverage shall be two-thousand dollars (\$2,000).

19.1.3 Vision Plan

19.1.3.1 Vision insurance will be provided for the employees and dependents of employees.

19.2 Life Insurance Plan

19.2.1 Death Benefits. The District will provide to all regular day employees a fully paid death benefit, excluding suicide, of at least fifty thousand dollars (\$50,000). For new employees, this shall begin on September 1st. If employed after September 1st, this benefit shall begin on the first of the month following employment.

19.2.2 In the event of the death of a unit member or retiree receiving Health Benefits, the surviving spouse and/or dependents shall have continued coverage for that month and the following month in order to have time to decide whether or not to continue coverage.

19.2.3 Part-time Employees' Fringe Benefits. The District shall continue to provide the fringe benefit package on the basis of 1/5 for each period assigned for part-time regular day employees.

19.3 Duration of Benefits

19.3.1 Duration Following Termination. Should a regular day employee's employment terminate following the last day of the school year, and before the commencement of the ensuing school year, such employee shall be entitled to continued coverage under the health, dental, and vision plans until August 31st of the ensuing school year. Employees shall be covered for twelve (12) months for continuing employees beginning July 1st and ending June 30th. Should an employee terminate employment during the school year, coverage shall continue until the end of the month.

19.4 Tuberculosis Examination

19.4.1 When a unit member is required to undergo a tuberculosis examination, such examination shall be at District expense based on whatever fee may be established by the San Bernardino County Health Department. Unit members shall provide proof of TB clearance in the intervals as prescribed by Education Code 49406.

19.5 Tax Sheltered Programs

19.5.1 Eligible unit members may participate in tax sheltered programs authorized by Section 403 (B) of the Internal Revenue Code with the District providing payroll deduction for this purpose.

19.6 Property Damage

19.6.1 Reimbursement Privileges

19.6.1.1 The District shall provide for reimbursement of personal property that is used for and is necessary to the fulfillment of the unit member's responsibility to the District when such property is lost, destroyed, or damaged by action of arson, burglary, or vandalism.

19.6.1.1.1 When a unit member's vehicle is vandalized on school property and located in the staff designated parking area, a \$200 reimbursement toward the employee's insurance deductible shall be made upon receipt that repairs have been completed. At the time the employee notices the vandalism, he/she must report such vandalism to a site administrator and file a report with law enforcement. A claim for reimbursement must be filed within six (6) months of the incident. The District will make reasonable efforts to provide a safe environment for employee vehicles.

- 19.6.1.2 Reimbursement Limits. The amount of such reimbursement cannot exceed four hundred dollars (\$400.00) nor will the District reimburse unit members for property valued less than fifty dollars (\$50.00).
- 19.6.1.3 Reimbursement Eligibility. The unit member is not eligible for reimbursement if loss or damage is due to the employee's negligence in care of or placement of such articles as determined by the District.
- 19.6.1.4 Reimbursement Application. Reimbursement shall be made only when written approval on the appropriate District form for the use of personal property in the school was given before the property was brought to school and when the person or persons bringing the property and the principal agree on the value.
- 19.6.1.5 Reimbursement, Replacement, Repair. The District may repair or replace eye glasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee which are damaged, while in the line of duty without fault or negligence of the unit member. The District may pay either the repair cost or the actual value of the item at the time the damage occurred, whichever is the lesser. Replacing or repairing of such items will be limited to damages or values exceeding ten dollars (\$10), but not in excess of two hundred dollars (\$200).
- 19.6.1.6 Subrogation Rights. In the event a payment is made under this policy, the District will, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.

19.7 Retirement Benefits

- 19.7.1 Continuation of Benefits. Bargaining unit members who retire after fifty-five (55) years of age and have completed fifteen (15) years of full-time service in the District, shall have premiums paid by the District for medical insurance, paid prescription, dental, and vision plans for the retiree and his/her eligible dependents until the retiree is eligible for Medicare. Medical insurance premiums will be paid by the District to the extent that they do not exceed the rate of the Kaiser Family Plan. For plans exceeding the Kaiser Family Rate, the retiree must, by December 1st of each year, provide the Personnel Office twelve (12) checks in amounts equal to the monthly difference between Kaiser Family Plan and the cost of the plan chosen.

Dental insurance shall have a maximum of two thousand dollars (\$2,000) yearly and two thousand dollars (\$2,000) maximum orthodontia coverage.

Premiums will be prorated for part-time regular day employees who have complete fifteen (15) years of service, based on percent of time employed at the time of retirement. However, if a part-time regular day employee has previously met the full-time requirement of fifteen (15) years, the premiums will be paid in full.

Coverage will continue until the retiree qualifies for Medicare or reaches age 65.

- 19.8 Long-Term Service Retirement. Bargaining unit members who were employed prior to the 2003-2004 school year who retire after twenty-eight (28) or more years of full-time service in the District and are 55 years of age or older, shall have premiums paid by the District for medical insurance, paid prescription, dental, and vision plans for the retiree and his/her eligible dependents.

Medical insurance premiums will be paid by the District to the extent that they do not exceed the rate of the Kaiser Family Plan. For plans exceeding the Kaiser Family Rate, the retiree must, by December 1st of each year, provide the Personnel Office twelve (12) checks in amounts equal to the monthly difference between Kaiser Family Plan and the cost of the plan chosen.

Dental insurance shall have a maximum of two thousand dollars (\$2,000) yearly and two thousand dollars (\$2,000) maximum orthodontia coverage.

19.8.1 Member Paid Participation. Unit members, who elect to, may continue to participate in the health and welfare benefits program of the District after retirement by paying the premium directly to the District.

19.8.2 Limits of Member Paid Participation. Such participation may be in any or all such programs, not including life insurance death benefit, available to regular day employees, at the option of the unit member.

19.8.3 Overlapping Coverage. In the event of coverage by the same plan of a retiree whose spouse continues to be employed by the District, the retiree will remain on the employee's plan. At such time, the District will supplement Medicare with a plan which will provide comparable benefits.

The retiree will have the option of returning to the District health plan as the subscriber in the event the spouse does not remain in the employment of the District or does not qualify for full coverage at retirement.