

ARTICLE 16

EMPLOYEE BENEFITS

16.1 Dental and Vision Premium Payment Plan

The District shall provide full family dental coverage (under Delta Dental) and full family vision coverage under the Vision Services Plan. Such vision and dental coverage shall apply to dependents of unit members who have qualified for coverage under the CalPERS Health Program.

16.2 Medical Benefits and Cash In-Lieu

16.2.1 The District will pay one hundred percent (100%) of the Kaiser CalPERS rate, by level, for single, employee+ 1, and family plan for all of the 2024 and 2025 benefit plan years (January 1, 2024 through December 31, 2025). The full 2025 Kaiser CalPERS rate will establish a new minimum dollar amount of District medical benefits contribution. Effective January 1, 2026 and moving forward, in each subsequent Benefit Year, the District will pay eighty percent (80%) of the annual increase of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar increase does not exceed four percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four percent (4%), the District share will be calculated to include eighty percent (80%) of the first four percent (4%) increase and the employee's share shall be the remaining twenty percent (20%) of the first four percent (4%) increase.

In any year the increase exceeds four percent (4%), the amount over four percent (4%), shall be paid by the employee, unless the District and MDEA negotiate a different amount. If this is the case, the District share may be less than eighty percent (80%) of the then current Kaiser CalPERS rate.

16.2.1.1 In the event that the dollar cost increase exceeds four percent (4%) and the District/Bargaining unit negotiation regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.

16.2.1.2 Effective July 1, 2016: Unit members who work 0.5 FTE or more shall be eligible for health benefits and medical in-lieu payments at the same District contribution rates as full time employees.

16.2.1.3 Effective July 1, 2016, medical in-lieu equal to the highest rate paid for all District bargaining units moving forward (\$1,400 divided by 11 months for 2016-17

school year).

16.2.1.4 Effective July 1, 2017, increase medical in-lieu by same percentage as applied to salary schedule moving forward rounded to the nearest dollar.

16.2.1.5 The annual total for cash-in-lieu is listed on the salary schedule in Appendix A.

16.3 Internal Revenue Code Section 125 Plan: (Flexible Spending Arrangement)

16.3.1 After purchasing medical benefits under CalPERS, the 125 plan may be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee's sole responsibility; if an employee chooses to "set aside" a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered.

16.4 New Unit Members

16.4.1 New unit members must enroll themselves and their eligible dependents in dental and vision plans within sixty (60) days of the first date of employment. Insurance coverage will begin on the first day of the month following receipt of the dental and vision enrollment form and copies of dependent documents, if applicable, in the Benefits office. The District will provide new unit members with an explanation of these plans in sufficient time to enable meeting the 60-day enrollment deadline.

16.4.2 New unit members hired before the 15th day of the month are eligible for dental coverage on the first (1st) day of the month following the month in which their employment or service begins. New unit members hired after the 15th day of the month are eligible for dental and vision coverage on the first (1st) day of the second (2nd) month of employment. Current dependents must also be enrolled at the same time the new unit member enrolls. Enrollment in dental and vision benefits is mandatory for new unit members.

16.5 Payroll Deduction Rights and Information

16.5.1 In addition to the foregoing District-paid plans, new unit members hired after the fifteenth (15th) of the month are eligible for health benefit coverage under §16.2.1 et seq. on the first (1st) day of the second (2nd) month of employment but may be subject to a two-month deduction for such benefits in the subsequent month. A unit member also may authorize amounts to be withheld for premiums of certain group life, income protection, and liability insurance plans.

16.6 Leaves of Absence - Effect on Benefits

16.6.1 The District will continue the current practice of providing Medical coverage as part of the compensation of unit members on paid

leaves of absence and authorized unpaid family care leaves.

- 16.6.1.1 Unit members on an authorized unpaid Family Care Leave may continue their medical benefits if permitted by and subject to the rules and regulations of the applicable insurance carriers. An invoice will be sent to the unit member on leave for immediate payment of the unit member's portion of the medical premium. It shall be the unit member's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase. While on Family Care Leave, the District will continue paying the employer contribution of the medical premium.
 - 16.6.1.2 Unit members on an authorized unpaid leave of absence may continue their medical benefits through the option of self-pay if permitted by and subject to the rules and regulations of the applicable insurance carriers. An employee who wishes to sign-up for self-pay must contact the Benefits Office prior to the commencement of the leave. Unit members will be billed directly by the medical provider. It shall be the unit member's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase.
 - 16.6.1.3 The terms of this section shall also apply to members utilizing difference pay for leaves taken pursuant to Ed Code 44977.5 (Paternity and Maternity Leave). If the unit member's portion toward medical premiums exceeds their paycheck while on difference pay, the District will bill them for the difference.
- 16.6.2 The District will continue the practice of providing dental and vision coverage as part of the compensation of unit members on paid leaves of absence and authorized unpaid Family Care Leaves.
- 16.6.2.1 Unit members on an authorized unpaid leave of absence may continue their dental and vision benefits through an option of self-paying. An employee who wishes to sign up for self-pay must contact the Benefits Office prior to the commencement of the leave. Dental and vision benefits will automatically continue through the end of the month in which the

unpaid leave begins. Dental and vision coverage must continue without interruption in order to ensure eligibility and protection at the member's current incentive level.

- 16.6.2.2 An invoice from the Fiscal Department will be sent to the unit member on leave for immediate payment. It shall be the unit member's responsibility to notify the District of any changes in address or family status to ensure continuity of coverages. Prepaid premiums for dental and vision coverage must be received by the tenth of the preceding month in the Fiscal Services Department. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase.

16.7 Duration of Benefits

Unit members who work a complete school year shall be provided with dental and vision benefits for the next two months, through August of the following school year, and with medical benefits for the next two months, through August of the following school year if they have been purchased pursuant to section 16.1. A complete school year is defined as being in paid status for a minimum of seventy-five percent (75%) of the employee's contract year (e.g. 139 days= 75% X 185 days), or the number of workdays that is proportional to 75% of that unit member's required work year if the work year exceeds 185 days.

16.8 COBRA

- 16.8.1 The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit member's employment terminate, he/she shall be entitled to continued coverage under the medical, dental and vision plans in accord with federal law (C.O.B.R.A.).
- 16.8.2 Current law provides for continued participation for a maximum of eighteen (18) months. A unit member wishing to participate in this program after termination shall pay the premiums for the continued coverages in addition to a service charge as provided by law.