

ARTICLE 21
INSURANCE

District contributions shall be applied toward purchase of district-approved medical, dental, and vision insurance. Group term life and long-term disability insurance premiums will be paid by the district for each eligible member outside of the insurance cap.

A. Insurance Contribution

2012-2013 Cap of \$1010 per month

2013-2014 Cap of \$1110 per month

2014-2015 Cap of \$1110 per month (The cap will also be subject to parity (me-too) provision associated with other 2014-2015 insurance caps with other employee associations.)

B. Pooling

The district contribution for insurance benefits shall be pooled. The pool shall apply only to medical, dental and vision plan premiums that exceed the monthly insurance cap.

Employees hired after the pool is established will be eligible for pool dollars, however, if costs exceed what is available in the pool, that amount will be deducted from the insurance pool the following year prior to distribution of pool dollars.

If the pool does not cover the cost of the insurance premiums each month, payroll deductions will be made to pay the excess cost according to the following formula:

$$\frac{\text{Excess dollars in pool}}{\text{Excess insurance cost}} = \% \text{ of excess cost paid by pool}$$

Example: An employee's monthly medical insurance premium exceeds the employer's monthly contribution limit by \$50.00. If the percentage paid by the insurance pool equals 60%, multiply \$50.00 by .60 to find out how much of the \$50.00 will be paid by the pool each month. In this example, the pool would pay \$30.00 each month and \$20.00 would be payroll deducted.

Money left in the insurance pool at the end of the insurance year will be held in a reserve fund and applied to the insurance pool established in September of the subsequent school year.

- 12.9 **Jury Duty** – Employees called for jury duty will normally be expected to serve during the period for which they are summoned. The District will grant full pay providing the employee turns in to the business office a copy of the subpoena and that portion of his/her daily jury fee that is equivalent to the monies he/she would have earned had he/she been present for work in the District.

ARTICLE 13: MEDICAL / PHARMACY / VISION / DENTAL INSURANCE

- 13.1 The District agrees to make available medical, vision, dental benefits to each member of the bargaining unit. District contribution, shall be limited to the following:

The District shall contribute one thousand, two hundred thirty dollars (\$1230) for 2013-14. The District contribution for 2014-15 will be one thousand, two hundred fifty-five dollars (\$1255), unless any other employee group receives a higher monthly District contribution, in which case the OSEA employees will receive the same amount. The District contribution for 2015-16 will be one thousand, two hundred eighty dollars (\$1280), unless any other employee group receives a higher monthly District contribution, in which case the OSEA employees will receive the same amount. Employees working less than an eight (8) hour work day shall receive medical, vision, dental benefits on a prorated basis (employees working six (6) hours would receive 75% of benefits, etc.). In order to be eligible for Medical / Pharmacy / Vision / Dental insurance, an employee must work an average of three (3) hours per day or a total of fifteen (15) hours per week.

- 13.1.1 The District will also make available a cancer insurance plan, long term disability insurance plan, and accidental death coverage to all members, although purchase of these benefits will be optional. Members who are currently diverting dollars not used as specified in Article 13.1, as of October 1, 2013, may divert any dollars not used as specified in Article 13.1 or may use personal funds to pay for cancer insurance, long term disability, and accidental death coverage in accordance with the conditions listed below:
1. The individual district contribution for optional coverage costs may continue at the same benefit level for the same optional coverage (i.e. Life Insurance amount, disability level, etc.).
 2. Employees who opt to take the high deductible health care plan are not eligible to divert district contributions to optional insurances.

Employees who have not been diverting dollars not used as specified in Article 13.1 as of October 1, 2013, or new employees hired after October 1, 2013, will not have this option of diverting dollars not used as specified in Article 13.1 available to them. However, they may use personal funds to pay for cancer insurance, long-term disability, and accidental death coverage.

Eligible employees may select a high deductible health plan and may divert 50% of unused individual monthly District contribution into a Health Savings Account (HSA).

- 13.1.2 The Association will review and select the Medical / Pharmacy / Vision / Dental benefits for the bargaining unit. The Association will also determine whether the plans are to be at a composite or a tiered rate.
- 13.1.3 The Association will work cooperatively with the other employee groups within the District, when feasible, when plans are being reviewed. The Association will notify the District of its selection of plans by May 15 of each contract year to allow notification time to the insurance carrier(s).
- 13.2 Insurance will be provided twelve (12) months\ per year according to the employees' established daily hours of work.
- 13.2.1 Part-time employees who work full-time (40 hour work week for complete month) in any month shall receive the full District contribution for the following month.

- 22.3 Employees who are not required to report to work will be compensated at the employee's regular rate of pay for time scheduled to work during the closure. Employees will be paid a maximum of two (2) regular work days, per year, for emergency closures and/or late starts.
- 22.4 If the start of the regular work day is delayed due to an emergency or inclement weather, employees will report to work as soon as safely possible or at the time directed by the District.
- 22.5 Any loss of hours that an employee experiences due to a late start will be deducted from the employee's emergency closure allotment. Employees may use personal leave, vacation or unpaid leave if the annual closures exceed an employee's individual emergency closure allotment.

ARTICLE 23 - RETIREMENT HEALTH BENEFITS

In accordance with Oregon State law, employees who retire under PERS will be able to purchase insurance under the District's group policy program until the employee qualifies for Medicare or reaches age 65, whichever comes first.

ARTICLE 24 – INSURANCE BENEFITS

- 24.1 The District will make contributions in accordance with the conditions established in this Article for payment of insurance premiums as specified herein during the term of this Agreement. The parties shall meet during the month of May, 2013, to bargain the District's insurance contribution, salary schedule and any step or longevity for the final year of the agreement. Bargaining shall be conducted according to the expedited bargaining provisions of ORS 243.698.
- 24.2 The District will offer coverage as follows, with automatic payroll deductions for any coverage over the allowable District contribution.
- 24.3 The OEGB plans shall be selected by the Association, by deadlines established by OEGB
- 24.4 Long Term Disability Insurance
Employees electing long-term disability insurance (LTD) will pay the full premium through a payroll deduction.
- 24.5 District Contributions for Full-time Employees:
 - 24.5.1 For 2011-2013 the following District contributions will apply for full-time employees (more than 31 hours per week).
 - 24.5.1.1 \$1,300 per month per fulltime employee electing Family coverage.
 - 24.5.1.2 \$1,240 per month per fulltime employee electing Employee +Spouse, or Employee +Child(ren) coverage.
 - 24.5.1.3 \$705.00 per month per full time employees electing Single medical coverage

ARTICLE 18 – INSURANCE BENEFITS

- 18.1 Staff shall be provided long-term disability insurance coverage through a District paid group plan, subject to the rules of the carrier.
- 18.2 For 2013-14, each full-time regularly assigned employee is entitled to an employer paid contribution toward/for the premium of State sponsored medical and dental insurance coverage, based upon need, up to \$1,052.85 per month or actual premium of current coverage, whichever is less.
- 18.3 For 2014-15, each full-time regularly assigned employee is entitled to an employer paid contribution toward/for the premium of State sponsored medical and dental insurance coverage, based upon need, up to \$1,116.01 per month or actual premium of current coverage, whichever is less.
- 18.4 Employee need is defined as:
 Employee
 Employee + Spouse
 Employee + Child
 Family coverage
- 18.6 The District shall contribute on behalf of each part-time regularly assigned employee prorated insurance and leave contributions based on the employee’s full time equivalency (FTE) with 8 hours determined as 1.0 FTE (i.e., an employee working 5 hours per day = .625 FTE). Prorated schedule is as follows:

Hours per Day	Employee FTE	Benefit FTE
2.0 <= 2.5	.250 <= .313	.313
>2.5 <= 3.0	>.313 <= .375	.375
>3.0 <= 3.5	> .375 <= .438	.438
>3.5 <= 4.0	> .438 <= .500	.500
>4.0 <= 4.5	>.500 <= .563	.563
>4.5 <= 5.0	>.563 <= .625	.625
>5.0 <= 5.5	>.625 <= .688	.688
>5.5 <= 6.0	>.688 <= .750	.750
>6.0 <= 6.5	> .750 <= .813	.813
> 6.0 <= 7.0	> .813 <= .875	.875
> 7.0 < 7.5	>.875 <= .938	.938
=>7.5 <= 8.0	>.938 <= 1.00	1.0

- 18.7 The District shall provide for each employee, at no cost to the employee, life insurance with face value equivalent to twice (2 times) the employee's annual salary rounded up to the nearest thousand.
- 18.8 Employees not eligible for District contribution toward insurance coverage may voluntarily participate in the insurance program payroll deduction, pursuant to the rules and regulations of the carrier.

Article 4 - Fringe Benefits

- A. The District shall contribute up to the following amounts for the purchase of district provided major medical, dental including orthodontics, vision, prescription, disability, life and annuity programs for all employees working half-time or more in regular district programs.

	2010/11 & 2011/12	2012/13 & 2013/14
Twelve (12) month employees	\$897.73	\$997.73 per month
Employees who work 195 days or more, excluding vacation time, but less than twelve months	\$783.61	\$883.61 per month
Employees who work 194 days or less, excluding vacation time	\$726.10	\$826.10 per month

- B. The employee will have the choice of allocating fringe benefit dollars to any major medical, dental (including orthodontics), vision, prescription, disability, and life insurance currently offered by the District through OEBC and its district agents of record. Any benefit dollars not used for the previous listed options, will be reduced by one half and the employee can use them toward any district-provided group insurance currently available through district agents of record in association with the OSEA insurance committee.

Any employee applying such funds to a TSA as of July 1, 1989 shall have the option of increasing the amount of their TSA by \$10.00 in each year of this contract.

- C. Should the employee choose not to utilize one of the district health insurance plans, the employee shall provide the district with a letter stating the employee has coverage from another source. The employee shall be advised by the District that should such other coverage cease, the employee would not be assured of getting back on a district program, except at the anniversary date of the district policy or with the waiver of pre-existing conditions unless coverage is disallowed. (Worker's Compensation and retirement contributions are not included.)
- D. The District shall provide, at no cost to the employee, term life insurance in the amount of \$20,000 for each employee in the bargaining unit.
- E. Insurance Pool
Members will be limited to half of their unused district insurance contribution dollars for the purchase of insurance plans not covered in Section B of this article. All unused dollars will create a pool to be redistributed to all bargaining unit members. OSEA representatives and the District will meet to determine the current FTE after open enrollment and the remaining dollars will be distributed to all members to minimize out-of-pocket expenses. Pool calculations will be completed within fourteen (14) days following the open enrollment cut off date. The pool will become effective in the 2012-13 school year.