

SEA Proposal: SEBB

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61.0 GROUP INSURANCE

Beginning January 1, 2020, the language in Section 61.1-61.4 shall expire and be replaced by Sections 61.5-61.10 and the MoU entitled "Transition to SEBB".

- 61.1 The District agrees to make available to contracted certificated employees basic group insurance programs approved by the Board under the following conditions:
- 61.1.1 Each month, the District shall provide the monthly amount identified in the State appropriations act for group insurance plus \$29.00 per month per FTE for each benefit-eligible employee of the bargaining unit (regardless of the source of funds used to pay each employee's salary) prorated on the basis of the employee's full time equivalency (FTE). For the purposes of these provisions regarding insurance, a "benefit-eligible employee" is an employee with a 0.4 or greater FTE.
 - 61.1.2 The District shall add a lump sum of \$120,000 to the insurance benefit pool each year to reduce the out-of-pocket expenses of employees.
 - 61.1.3 Should there be a change in benefits that causes the district's contribution toward health benefits to be disallowed, the full contribution shall be converted to the TRI schedule (Section 57.0, Appendix A).
 - 61.1.4 The cost of mandatory group insurance plans mutually approved by the District and Association (dental, vision, long-term disability, and term life insurance which pays the annual salary of the employee) will be subtracted from the District contribution (identified in paragraph 61.1.1 above) each month, and the remainder will be applied toward any mutually-approved medical insurance plan selected by the Employee. Any remaining portion of the medical insurance premiums will be deducted from the Employee's salary warrant.
 - 61.1.5 Any portion of the Employee's insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other Employees with out-of-pocket medical insurance premium costs. This monthly pool amount will be calculated in October and then re-calculated in April of each year (for distribution during the calculation month and during the five (5) following months). Each month, each Employee with out-of-pocket costs will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the Employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").
 - 61.1.6 The District shall not use any portion of the pool for the payment of the monthly Health Care Authority (HCA) subsidy required by the State or any other cost, unless all Employee out-of-pocket premium costs are covered for that particular school

year. The District shall pay the full cost of the monthly HCA subsidy out of local District funds.

- 61.1.7 Each year, the District shall provide a report to the Association identifying the amount of the pool, an explanation how the pool amount was calculated and the amounts distributed to Employees. In accordance with its right as a collective bargaining agent under State law, the Association may receive any further financial information substantiating these figures from the District upon request.
- 61.1.8 An employee whose spouse/domestic partner also is a District employee eligible for a District insurance contribution may combine their insurance allocation with that of their spouse/domestic partner for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather two "employee only" plans). The reduction in insurance and the unused portion of the insurance allocation shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different bargaining unit, the other bargaining unit must agree to the same procedure before the combination of insurance allocations can be effective. If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance plan shall be charged to each insurance pool.
- 61.1.9 The amount of the mandatory employer taxes not expended by the District due to employee participation in a Section 125 individual medical savings account shall be added to the insurance pool described in Section 61.1.3. This amount shall be calculated based on elections which take effect January 1 of the current school year.
- 61.2 An employee may elect to have optional group insurance programs approved by the District (e.g. supplemental life, short term disability insurance and accidental death and dismemberment) deducted from their salary warrant. The entire premium for any of these Optional Supplemental Insurances will be a full salary deduction. None of the unused contribution, from the Basic Group Insurance as described in Section 61.1, can be applied to the Optional Supplemental Insurance premiums.
- 61.3 The District will continue to offer a Section 125 plan for health care and/or dependent care expenses.
- 61.4 Coverage under the group insurance plans will be made available to domestic partners under the rules and conditions provided by the particular insurance carrier.
- 61.5 School Employees Benefit Board (SEBB) Program:
 - 61.5.1 Effective January 1, 2020, the District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

61.5.2 The District will implement the School Employees Health Care Coalition agreement when collecting the employee premiums which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

61.5.3 The District will provide benefits to employees, to include those benefits offered through SEBB, and at a minimum including the following:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

61.5.4 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

61.6 Eligibility:

61.6.1 All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Once eligibility is established, it shall be maintained for the remainder of the eligibility year.

61.6.2 Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

61.6.3 When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

61.6.4 Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits.

61.6.5 All compensated hours in any position within the district shall count for purposes of establishing eligibility. Part-time employees may document hours worked for extended learning opportunity and leadership assignments described in Section 58.0, and for any other stipend or extended contract in this collective bargaining agreement, to meet benefit eligibility requirements.

61.7 Benefit Enrollment and Continuity of Coverage:

61.7.1 In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

61.7.2 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

61.8 Leaves:

61.8.1 Paid leave hours shall count towards eligibility for benefits under this section. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship will remain eligible for benefits.

61.8.2 An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

61.9 Benefit Termination:

61.9.1 Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

61.9.2 In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee, and confirmed by the district.

61.10 Substitutes:

61.10.1 Substitute employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, or have worked 630 hours in the previous two years. The district will not sever the employee/employer relationship with substitute employees in order to avoid initial or ongoing benefit eligibility.

61.511 The District shall make an employee effectiveness program through the District's selected provider available to each certificated employee that includes at least four (4) counseling sessions per incident for the employee or members of the employee's family.

61.612 The District and Association agree to continue participation in a medical reserve trust program on a year to year basis for employees separating from employment and eligible for sick leave cash-out under Section 40.10.2. The District and Association also agree to continue

participation in a medical reserve trust program on a year to year basis for employees who have accumulated 180 days or more days of sick leave.

61.713 The District Insurance Committee shall periodically continue to evaluate group supplemental insurance programs currently available. The Association shall appoint three (3) representatives to the committee.

61.14 In recognition that SEBB will require the phase-out of negotiated monies from Sections 61.1.1 and 61.1.2 of the Collective Bargaining Agreement, beginning in the 2020-2021 school year the district will expense the full value of those monies (\$331,379) to employees through an equal payment to each employee on their November pay warrant.

SEBB Transition MoU

Between the Shoreline School District and Shoreline Education Association

The parties recognize that the State of Washington is requiring all school employees to participate in the benefits program administered through the School Employees Benefits Board (SEBB), effective January 1, 2020.

The transition to SEBB will create one-time impacts resulting in the following agreements:

1. Premium Holiday: Benefit premium payments for December 2019 coverage shall be withheld from the November pay warrant and paid at the beginning of December. Benefit premium payments for January 2020 coverage shall be withheld from the January pay warrant and paid at the beginning of February 2020. Therefore, in the month of December 2019, neither the employees nor the employer will make insurance premium payments.
2. In recognition that SEBB will require the phase-out of negotiated monies from Sections 61.1.1 and 61.1.2 of the Collective Bargaining Agreement, the district will, on the June 2020 salary warrant, expense two-thirds of the full value of those monies (\$331,379) to employees through an equal payment to each employee.
3. All funds remaining after vision claims have been paid and the current self-insured vision plan has expired shall be dispersed to individual SEA members as a pro-rata share of the total plan participants.
4. Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation Coverage Policies (2018-58, 2019-06, 2019-07) and communicate these options to employees.

Substitute Addendum:

Beginning January 1, 2020, the language in 11.0 below shall expire, and substitutes' insurance eligibility and benefits shall be defined in Section 61.0 of the collective bargaining agreement:

11.0 Insurance

- 11.1 Each substitute who works seventy-two (72) or more days in the previous school year, or who works seventy-two (72) consecutive work days or more in the same assignment in the current school year, may choose to self-pay premiums in the District's group insurance plans (mandatory plans and optional medical insurance plans) for one school year.
- 11.2 Only those employees who are current and active substitutes on the District's substitute list, and who are members of the Shoreline Education Association as defined in Article 2 of this Addendum shall be eligible for the insurance benefits provided in this Section.
- 11.3 Payments for the insurance benefits provided in this Section shall be made by the fifteenth (15th) of the month prior to the first month of eligibility for coverage (September 15 for October coverage) and prior to the 15th of each subsequent month. It is the employee's responsibility to make timely premium payments. No billings or reminders will be sent to the employee. If payment is not made by the 15th in any month, the employee's option to self-pay the premiums at the District's group rates shall be revoked for the remainder of the year and insurance coverage will be continued only under COBRA rules.