

11/22/19
41:50

**Gompers Preparatory Academy
Proposal To
San Diego Education Association**

ARTICLE 11: HEALTH AND WELFARE BENEFITS

**SDEA Proposal Passed: April 25, 2019
GPA Counter Proposal Passed: November 22, 2019**

11.1 Eligibility

11.1.1 Bargaining Unit Eligibility for Health and Welfare Benefits

Eligible unit members are those active unit members who regularly work 30 hours a week or more, or such unit members on paid leaves receiving their regular salary, or unit members on unpaid leaves as required by law.

11.1.2 Eligible Dependents

Eligible dependents are:

11.1.2.1 A unit member's legal spouse, registered domestic partner, or unregistered domestic partner who is not legally married to another individual.

11.1.2.2 For medical benefits, and to the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26th) birthday, is not covered for benefits as an employee, or is not on active duty as a member of the armed forces.

11.1.2.3 For dental and vision benefits, and to the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26th) birthday.

11.1.2.4 To the extent required by law, a unit member's child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26th) birthday, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental retardation or physical handicap incurred prior to age nineteen (19).

GPA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

11.1.2.5 For the purpose of this section, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations from same sex domestic partners. It also allows Declarations to be filed by opposite sex domestic partners where one or both are over sixty-two (62) years old and meet the eligibility requirements for old age benefits under the Social Security Act.

11.1.3 Effective Date and Termination of Coverages

11.1.3.1 Members become eligible for benefits immediately upon their date of hire or date of transfer to a benefit eligible position.

11.1.3.2 Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later, to the extent permitted by law.

11.1.3.3 A unit member having established eligibility for employer-paid benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position. Refunds may be given to terminated employees in instances of overpayment.

11.1.3.4 Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.

11.1.3.5 For purposes of beginning or terminating coverage, unit members who are on an approved paid leave or as required by law shall continue to receive coverages provided for under this Article.

11.1.3.6 If a unit member does not enroll for coverage for self and eligible dependents under a GPA-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty (30) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period each year.

11.2 Medical Benefits Plans

GPA shall provide at least one medical benefit plan option which meets the minimum essential coverage required by law to eligible unit members and eligible

GPA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

dependents:

11.3 Dental Benefits Plan

GPA shall provide at least one dental benefit plan option to eligible unit members and eligible dependents per the terms of the plan.

11.4 Vision Insurance

GPA shall provide at least one vision benefit plan option to eligible unit members and eligible dependents per the terms of the plan.

11.5 Employer Contribution: Medical, Dental and Vision

11.5.1 For a unit member only, GPA shall pay the full premium cost of the least expensive medical, dental and vision plan options available, or up to \$650 per month for up to ten (10) months of each fiscal year toward the cost of the selected plans, whichever is less. In the event that a unit member selects a plan option that exceeds the cost of GPA's required contribution, then the unit member shall pay the difference between GPA's required contribution and the cost of selected plan option.

11.5.2 For a unit member plus spouse or domestic partner, child/children or spouse/domestic partner plus child/children, GPA shall pay the full premium cost of the least expensive medical, dental and vision plan options available, or \$1,400 per month for up to ten (10) months of each fiscal year toward the cost of the selected plans, whichever is less. In the event that a unit member selects a plan option that exceeds the cost of GPA's required contribution, then the unit member shall pay the difference between GPA's required contribution and the cost of selected plan option.

11.6 Additional Insurance

Full-time eligible unit members will also be covered under an insurance policy that includes Basic Life/Accidental Death and Dismemberment Insurance, Long-term Disability Insurance, and Short-term Disability Insurance at no cost to the unit member. GPA may offer additional insurance plans that will be the unit member's responsibility to purchase and pay for.

11.7 State Disability Insurance

All unit members are enrolled in California State Disability Insurance(SDI).

11.8 State Teacher's Retirement System (STRS)

Unit members will be enrolled in STRS or may continue in the Public Employee Retirement System (PERS) if already enrolled in PERS to the extent permitted by law.

11.9 General

11.9.1 The benefits described in this Article are governed by the official plan documents associated with each benefit plan.

GPA reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

11.9.2 In advance of the beginning of the plan year which commences on September 1 of each year, employees may participate in open enrollment to change their benefit plan. Open enrollment is the only time of year that an employee may change their health benefit carrier. An employee may add or remove dependents during the contract year pending an IRS approved qualified event (e.g. pregnancy, death of a dependent, divorce, marriage). GPA will provide advance notice of the open enrollment period to the extent possible. GPA will provide at least one benefits presentation for unit members during work time.

11.10 Flexible Spending Accounts

GPA will offer a Flexible Spending Account that includes both health care and dependent care.

In the event that a unit member selects a plan option that exceeds the cost of GPA's required contribution, then the unit member shall pay the difference between GPA's required contribution and the cost of selected plan option.