

SEE-MTI COLLECTIVE BARGAINING AGREEMENT – 2002-04

Section VII

VII - Insurance - A

A. HEALTH INSURANCE

1. Group insurance coverage shall be available the first (1st) day of the month following one month of employment. Notwithstanding the above, the benefit plan(s) shall be the same as that provided to “teachers” in the teachers’ collective bargaining unit. All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for health insurance coverage. Eligible employees may choose from the following plans:
 - a. The Wisconsin Physicians Service, Dane County Health Maintenance Program (HMP) or the conventional program under WPS Policy Group #1202 is available to the eligible employees.
 - b. The District shall offer employees the option of membership in a qualified health maintenance organization which is engaged in the provision of basic and supplemental health services in the areas in which the employee resides, all in accordance with P.L. 93-222 and such regulations as the Secretary of Labor shall prescribe thereunder.
2. Employees will be considered "new employees" for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A "new employee" under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination of employment; (3) divorce, or (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer; or (5) when the spouse of the employee, who has carried the family health insurance experiences a significant reduction in benefits. Employees will also be considered "new employees" for eligibility purposes when their hours have been increased allowing them to qualify for health insurance benefits. They must submit application for insurance within thirty (30) days of receipt of the notification of increased hours. The term "employees" when used for health insurance eligibility purposes shall refer only to current and eligible employees who seek to enroll in the District group plan and not to their spouses and/or dependents. Coverage under this section will become effective the first day following the termination date of the spouse's other coverage.

Pursuant to the terms and conditions set forth in Addendum F (Criteria Regarding Extension of Health Benefits to Designated Family Partner), an employee may add his/her designated family partner as they would their spouse. In such cases, his/her designated family partner's dependent child(ren) may also be added.
3. The School District shall contribute ninety percent (90%) of the monthly premium for both single and family coverage.
4. The benefit structure of the health insurance coverage shall be that as agreed between MTI and the District, under WPS Policy Group #1202.1.
 - a. Prescriptions which are prescribed for periods in excess of a three-month period may be purchased in three-month lots, with one co-payment.

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5.
 - a. Retirees may continue with Group Health Insurance Program currently available through the master contract provided they pay 100% of the premiums for same directly to the insurance carrier, further provided they are over fifty-five (55) years of age upon retirement, and are an immediate annuitant of the Wisconsin Retirement Fund.
 - b. Employees eligible for disability retirement benefits (i.e. Wisconsin Retirement System or Social Security) may continue with the Group Health Insurance Program provided they pay the full monthly premium.
6. Waiver of Premium

The WPS and GHC contracts which provide health insurance benefits shall be amended to provide Waiver of Premium. Said waiver shall be for a period of thirty-three (33) months.

 - a. The Waiver of Premium becomes effective at such a time as the employer contribution for health insurance ceases for a member of the collective bargaining unit, given the employee is on a medical leave of absence and has health insurance coverage via the Collective Bargaining Agreement.
7. If death should occur to an employee who had been actively carrying designated family partner (DFP) insurance, his/her designated family partner's dependent children, if also enrolled, will continue to receive benefits which are in force at the time of the death of the employee, provided they pay the full premium, until the first of the following occurs:
 - a. Eighteen (18) months from the death of the employee; or
 - b. The partner elects to discontinue coverage in the District's benefits program.

VII - Insurance - B

B. GROUP LIFE INSURANCE

1. Group Life Insurance is available to all permanent employees who are regularly assigned to work nineteen (19) or more hours per week effective the first day of the month following the completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. An employee may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.
2. The Board shall contribute 85% of the premium for basic coverage for each employee who opts for coverage in the group life insurance program. The employee so participating shall contribute any premium payments required in addition to the Board's contribution. Such contributions shall be made via payroll deduction.
3. Changes in the current benefit structure and/or carrier may be made through mutual agreement by the parties to the Agreement.

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- a. Designated family partners and their children are covered as dependents for purposes of dependent life insurance benefits.

VII - Insurance - C

C. UNEMPLOYMENT COMPENSATION

The Employer will continue to provide Unemployment Compensation Insurance as required by law.

VII - Insurance - D

D. WORKER'S COMPENSATION

1. All employees shall be covered by worker's compensation insurance. Any employee who is injured on the job shall report the injury to the Administrative Services Department. Employees are encouraged to report such injuries within forty-eight (48) hours or as soon as practical after the injury occurs.
2. Benefits while on Worker's Compensation: If any employee is injured while in the performance of duties for the District, the District shall continue to provide worker's compensation insurance and the employee will be compensated in the following manner:
 - a. When an employee is in pay status, the employee shall be paid by the District at 100% of the salary schedule rate he/she was paid prior to such injury, and the District shall retain all Worker's Compensation pay received from the carrier on the employee's behalf. Said pay shall continue for a period not to exceed one hundred eighty (180) working days for any one such injury or illness. During such period that the employee is receiving pay under the provisions of this Section, he/she shall continue to accrue sick leave and vacation credits (if applicable). No employee by reason of this Section shall receive pay for more than fifty-two (52) weeks in any calendar year, provided however, nine (9) and ten (10)-month employees shall not be entitled to provisions of this Section during periods when they are not scheduled to be paid by the District. The employee must provide a physician's report substantiating the injury and the District's Return-to-Work Form must be completed and filed by the physician before the employee returns to work.
3. Challenge of Worker's Compensation Claim: If a Worker's Compensation claim is contested, the Board of Education continues to pay the employee's full salary during the period of disability up to a maximum of the number of work days following the date of the accident equal to the number of sick leave days then accumulated by such employee providing the employee files a written request for such payment with the Board of Education. If the contested claim is settled in favor of the employee, the provisions of paragraph 2, above, are retroactively applicable and the number of sick leave days consumed is restored to the credit of the employee.

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VII - Insurance - E

E. INCOME PROTECTION/LONG TERM DISABILITY

All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for long term disability insurance coverage.

1. Eligibility determined by medical statement of employee disability.
2. Payment of insurance to commence after seventy-five (75) calendar days or fifty-five (55) work days of absence, whichever is sooner. Employee is allowed use of accumulated sick leave during this period. The employee does not have to exhaust accumulated sick leave account prior to being eligible for LTD benefits.
3. LTD benefit is to be paid at the rate of eighty percent (80%) of the employee's regular rate of pay at the date of disability. This benefit may be periodically increased by a cost of living adjustment (COLA) according to the calculation and decision of the carrier. The maximum monthly plan benefit is six thousand five hundred dollars (\$6500). The monthly benefit shall be reduced by the amount of any Other Income Benefit to which the employee is entitled as defined in the LTD certificate.
4. Benefit payments are payable up to age 70 as required by law and as set out in the LTD certificate. Said table shall be changed if necessary to comply with all applicable federal guidelines.
5. Should the terms of the LTD insurance plan be improved for any bargaining unit, said improvement shall also be applied to this bargaining unit effective with the date of the change.

VII - Insurance - F

F. TAX DEFERRED ANNUITY

Employees, upon written request to the Secretary of the Board of Education, may participate in a group tax deferred annuity program of their choice from plans authorized by the Secretary and on file in the School District's Business Services Department. New agents wishing to market tax deferred annuity programs must apply to the Secretary for authorization to solicit employees. In order to be considered and approved, an agent must be licensed in Wisconsin and maintain an office and residence in the Madison Metropolitan Area (or be affiliated with a licensed company with an office located in the Madison Metropolitan Area). Companies which do not maintain an office in the Madison Metropolitan District Area and/or are not affiliated with a licensed company in said Area will be approved by mutual agreement between MTI and the District. The School District reserves the right to reject any new company for which additional services are required by such company's operating procedures beyond those provided for companies already authorized. The following rules shall govern said annuity programs:

1. There shall be no solicitation of employees during working hours by the authorized agents.
2. Solicitation may be made by the authorized agents in the following manner:

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- a. Authorized agents may place advertising in the publications of Madison Teachers with an application for employees to complete requesting solicitation, or Madison Teachers may place such an application in its publication.
3. A Representative of Madison Teachers may request an authorized agent to present his company's program to the members of the bargaining unit. Employees may then complete an application requesting individual presentation. Such meetings may be held only after the contracted work day.
4. The School District reserves the right to require a minimum total of five participants before establishing deductions for any new company. This provision may be invoked if the number of participating companies reaches thirty (30) and it is determined that the provision is necessary for efficiency of operation.
5. Agreements to permit initial participation in a tax deferred annuity program shall be made on the proper form to be provided by the Payroll Services. Completed agreements will be submitted to the Secretary of the Board of Education by the authorized agents.
6. A minimum of ten dollars (\$10) per paycheck shall be permitted for payroll deduction. All other amounts must be in multiples of five dollars (\$5).
7. The employee is responsible for computing a legally allowable maximum deposit.
8. For employees paid bi-weekly, a deduction will be made from each paycheck with the exception of those employed on a 10-month basis. Such employees will have deductions from each check except the four bi-weekly payrolls during the summer. The School District shall deduct the authorized amount from each participant's regular salary check and forward such directly to the company.
9. Employees transferring into the Madison Metropolitan School District who have been enrolled in a tax deferred program in another school system may be permitted to continue said program with the approval of the Secretary of the Board of Education subject to the provision noted in #4 above.
10. New enrollments are permitted anytime during the calendar year if the proper form is filed with the Secretary of the Board of Education. Forms must be received by the School District at least twenty (20) working days prior to a paydate in order for deductions to begin.
11. Internal Revenue Service regulations provide that a salary reduction agreement for a tax deferred annuity program must be for a period of at least one year except that this requirement does not apply to the first agreement that has less than one year to run. The Madison Metropolitan School District rules for making a change are as follows:
 - a. No more than four (4) changes in a salary reduction agreement (either an increase or a decrease) are permitted over a period of two (2) calendar years. This may be accomplished at anytime during the calendar year but the proper form must be received by the School District at least twenty (20) working days prior to a paydate on which the change in deduction is to be implemented.

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- b. A salary reduction agreement may be stopped during a calendar year at anytime if the proper form is submitted to the School District at least twenty (20) working days prior to a paydate on which the deduction is to be stopped. A new agreement may be started in a subsequent calendar year.
12. Employees eligible to participate in the State Teachers Retirement System may participate in the Teachers Retirement tax deferred annuity program in addition to one tax deferred private company annuity program if they so desire. If two programs are selected, the salary reduction agreements for both programs must be combined to determine if the total is within the legally allowable maximum deposit. (Those not eligible for participation in the State Teachers Retirement System may participate in only one tax deferred annuity program approved by the Secretary of the Board of Education.)

VII - Insurance - G

G. DENTAL INSURANCE

The District shall provide Dental Insurance identical to the plan provided to teachers under the teachers' collective bargaining agreement:

- 1. General Provisions
 - a. Eligibility and Coverage: All employees who are regularly assigned to work nineteen (19) or more hours per week are eligible for dental insurance.
 - b. Eligible employees on leave of absence may continue group dental insurance coverage available through this Agreement during their approved leave by reimbursing the District for full premium costs. Full premiums are due from the employee as of the first of the month of coverage following one month of unpaid status by the District.
 - c. An eligible employee on layoff may continue group dental insurance coverage available through this Agreement during the recall period, but not to exceed thirty-six (36) months from the effective date of the layoff by reimbursing the District for full premium costs. The thirty-six- (36) month period set forth above runs concurrently with any rights provided under state and federal COBRA benefit provisions.
 - d. An eligible retiree, as defined in Section III-F, may continue his/her dental insurance coverage available through this Agreement by reimbursing the District for full premium costs through Section III-F-1 or personal payment when such funds are exhausted.
- 2. Benefit Structure
 - a. Maximums: \$1,000 per person per policy year (January 1 through December 31)
 - Orthodontia: \$2,000 lifetime per person
 - Preventative: Twice per policy year
 - b. Deductible:
 - Preventative \$0
 - Basic Benefits \$0*

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Major Services	\$0*
Orthodontia	\$0

c. Co-Insurance*:

Preventive	100%
Basic Benefits	50%
Major Services	50%
Orthodontia	65%

d. Description of Benefits:

1) Preventative:

Bitewing X-Ray
Cleaning
Fluoride Treatments (dependents under age 17)
Examinations
Sealants
Panoramic X-Ray (once per 24-month period)

2) Basic Benefits:

Extractions (Local or General Anesthesia)	Root Canal Therapy
Fillings	Emergency Treatment to
Oral Surgery	Endodontics
Periodontics	Denture Repair
Inlays	Crown Restoration
Space Maintainers (Dependents under age 19)	Prophylaxis

Relieve Pain

3) Major Services

Crowns	Bridges
Onlays	Dentures
Implants	

4) Orthodontia: All procedures

e. Exclusions: No benefit will be provided for dental services if:

- 1) Covered by Worker's Compensation or similar legislation, regardless of whether the participant elects to claim its benefits.
- 2) Furnished by the United States Veterans Administration, any federal or state agency, or any local political subdivision, when the participant or his property is not liable for their costs.
- 3) Required because of an injury, sickness or disease caused by atomic or thermonuclear explosion, or radiation resulting there from, or any type of military action whether friendly or hostile.
- 4) Performed for cosmetic purposes.
- 5) Performed either before the effective date or after the termination date of the participant's coverage under this contract.

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- 6) For replacement of lost or stolen dentures or other prosthetic devices.
 - 7) Surgical services covered by a health insurance plan.
 - 8) Charges exceed the carrier's reasonable and customary amount.
 - 9) Crowns, bridges or dentures are replaced prior to five (5) years, then a prorated amount is paid.
- f. Coordination of Benefits: If an eligible member has dental benefits under other group plan(s), the MMSD plan will coordinate allowable expenses from this plan with other plan(s). An “allowable expense” is a necessary, reasonable and customary charge for an item covered at least partly by one or more plans covering the person making the claim.

When another plan is primary, the MMSD plan is the secondary plan. Depending on the benefit paid by the primary plan, up to one hundred percent (100%) benefit between the two plans, but not more than that, may be paid. The secondary plan's payment may be reduced when the sum of all plans' payments exceed the allowable expense.

3. Employer Contribution

The District shall contribute:

- a. For single coverage: 90% of the monthly premium cost.
- e. For family coverage: 90% of the monthly premium cost.

Those who have a designated family partner pursuant to Addendum G shall qualify for family coverage.

4. The above-referenced terms and conditions will be modified to be consistent with any change in the MTI/MMSD “teacher” Collective Bargaining Agreement as regards dental coverage. The effective date will be pursuant to that for members of the “teacher” collective bargaining unit.

VII - Insurance - H

H. LONG TERM CARE

The District will offer a voluntary long-term care insurance program, mutually agreed to by the parties. All bargaining unit members who are employed 19 hours or more per week are eligible for long term care insurance provided they make application within thirty (30) days of employment. The long term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.