

TA  
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## ARTICLE 6

### HOLIDAYS

6.1 The following ~~seventeen-eighteen~~ (178) holidays are recognized paid holidays by the employer during the term of this contract:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) Lincoln's Birthday
- (d) Washington's Birthday (Presidents' Day)
- (e) One (1) day in the spring to be designated by the Superintendent
- (f) Memorial Day
- (g) Juneteenth
- (h) Independence Day
- (i) Labor Day
- (j) Admission Day or an alternate day designated by the Superintendent
- (k) Veterans Day
- (l) ~~Two (2) Days~~ during the week of Thanksgiving
- (m) Thanksgiving Day
- (n) Day after Thanksgiving Day
- (o) Christmas
- (p) Two (2) days during the winter holiday-recess at a time designated by the Superintendent

6.2 Employees who are not normally assigned to duty during school recess shall be paid for those holidays occurring during any recess if they were in paid status in the workweek preceding or succeeding the recess. The local holidays shall be on days when PUSD classes are not in session.

6.3 Employees who are not normally assigned to duty during the summer recess shall be paid for those holidays occurring during the summer recess (e.g., Independence Day or Juneteenth) if they were paid for any portion of the work day immediately preceding or succeeding the summer holiday. For such employees, the number of hours of the paid holiday shall be determined by dividing the total number of hours worked by the employee in that workweek that triggered the entitlement to the paid holiday by the total number of possible workdays in the workweek. If an employee worked both the day preceding and succeeding the summer holiday, the number of hours of the paid holiday shall be determined by dividing the total number of hours worked by the employee in the workweek of the paid holiday by the total number of possible workdays in that workweek.

6.4 Should the President, Congress, Governor of California, or the California State Legislature declare a public fast, Thanksgiving or holiday which is mandated as a

paid holiday for public schools, such days shall be recognized as holidays in addition to those holidays listed in Section 6.1.

- 6.5 Employees shall be entitled to any paid holidays which are observed during an employee's contracted work year, provided that they are in paid status in the workweek preceding or succeeding the holiday.
- 6.6 If a paid holiday is observed on an employee's scheduled day off, he/she shall be paid for the unworked holiday or shall be entitled to an additional day off.
- 6.7 If a paid holiday is scheduled while an employee is on a paid leave status, then that day shall not be deducted from the employee's accrued leave.
- 6.8 The specific dates of all holidays will be established in the adopted school District calendar. The Exclusive Representative shall be entitled to have not more than three (3) representatives serve on the District Calendar Committee for both Units I and II.
- 6.9 If an employee has a workweek which consists of less than five (5) consecutive workdays and a holiday falls on a non-scheduled workday during the workweek for such employee, the employee shall have his/her current or succeeding workweek adjusted to reflect appropriate paid time off. The appropriate number of hours of paid time off shall be determined by dividing the total number of hours in the employee's workweek by five (5) (i.e., fifteen (15) hour workweek = three (3) hours of paid time off).
- 6.10 Notwithstanding the adoption of separate work schedules for the teaching and classified services, on any school day during which pupils would otherwise have been in attendance but are not, and for which teachers receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.
- 6.11 When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this Article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 6.12 Employees required to work during any of the holidays shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half of the employee's regular rate of pay.

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**ARTICLE 8**

**HEALTH AND WELFARE BENEFITS**

8.1 Each eligible member of the Unit shall be provided a basic insurance package. The basic insurance package shall include major medical, vision, dental, and life insurance coverage. Employees may opt out of the major medical, dental and vision plans provided by Poway Unified School District subject to the provisions of 8.2.3. Specific benefits of the basic insurance package shall be described in the District's basic insurance package brochure. Copies of this brochure will be distributed to all members of the Unit as soon as they are completed.

8.2 District and Employee Contributions for Health and Welfare Benefits

Employees who provide proof of other medical coverage may opt-out of the PUSD Basic Health Insurance Package. Neither Medicare, nor Medi-Cal nor individual marketplace or government exchange policies, such as Covered California plans shall qualify as "other group insurance coverage". Proof of other coverage must be provided to the District's Benefits Department no later than the end of open enrollment. If proof of other coverage is not provided by the end of open enrollment, the employee will be automatically enrolled in the basic employee only plan package (Kaiserlowest cost HMO, Dental, Vision, Basic Life Insurance). Employees electing the 'Opt-Out' Option must enroll in the District sponsored \$20,000 life insurance coverage.

8.2.1 Employees who are regularly contracted for a minimum of twenty (20) hours per week are eligible to participate in the District's Health and Welfare Benefits program.

Effective with the 2023 Plan Year, the District and Unit employee annual contributions for Health and Welfare Benefits shall be based on a percentage of the cost of the employee's selected plan and coverage as follows:

	EE Only		EE + 1		EE + Family	
	District	EE	District	EE	District	EE
Kaiser	100%	0%	80%	20%	80%	20%
Sharp	100%	0%	80%	20%	80%	20%
Scripps	100%	0%	80%	20%	80%	20%

The above applies to only Kaiser HMO, Anthem Select HMO (Sharp), Anthem Priority Select (Scripps), or any similar HMO plans offered by the District, inclusive of dental and vision coverage. The above does not apply to unit employees who opt out of medical benefits (see Section 8.2.3 below). Effective with the 2023 Plan Year, the District and Unit employee annual contributions for Health and Welfare Benefits shall be based on a

percentage of the cost of the employee’s selected plan and coverage as follows:

	EE Only		EE + 1		EE + Family	
	District	EE	District	EE	District	EE
Anthem Blue Cross PPO	75%	25%	40%	60%	30%	70%

The above applies only to Anthem Blue Cross PPO, or any similar PPO plan offered by the District, inclusive of dental and vision coverage. The above does not apply to unit employees who opt out of medical benefits (see Section 8.2.3 below)

8.2.2 Effective with the 2023 Plan Year, for eligible employees who are currently receiving participating cash to warrant in the 2021 Plan Year as of September 19, 2021, they may elect one of the following options no later than September 1, 2022: (1) one-time buy-out of 225% of their total 2022 Plan Year participating cash to warrant amount to be paid in their January 2023 paychecks (employee must still be employed with the District as of January 15, 2023 in order to receive the one-time buyout), and then participating cash to warrant is eliminated; or (2) 4-year phase down of participating cash to warrant as follows: 100% of their 2022 Plan Year participating cash to warrant for Plan Year 2023, 75% of their 2022 Plan Year participating cash to warrant for Plan Year 2024, 50% of their 2022 Plan Year participating cash to warrant for Plan Year 2025, and then participating cash to warrant is eliminated starting with Plan Year 2026, assuming the employee remains employed with the District and makes no changes to their plan coverage during the period of the 4-year phase down (e.g., moving from employee only coverage to employee + 1 coverage would automatically disqualify the employee from continuing to receive the participating cash to warrant phase down plan). PSEA members eligible for participating cash to warrant must submit their election to the Director of Payroll no later than the September 1, 2022 deadline. For any eligible member who does not submit their election by the deadline, they will be provided with option (1) regarding the one-time buyout.

8.2.3 Effective with the 2022 Plan Year, the maximum ‘Opt-Out’ cash to warrant provided to an employee per year who opts out of the medical plans will be \$3,250 for employees who work between 4.0 and 8.0 hours per day.

Employees wishing to enroll in dental or vision coverage for self and dependents may do so; premiums for dental, vision and mandatory employee life insurance coverage will be paid by the District.

- 8.3 The District shall continue the employer contribution while the employee is on paid leave status, in the same manner as if the employee had remained in regular service. Employees on District approved, non-paid leaves of absence, or retired employees, may elect to continue coverage for themselves and dependents. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly.
- 8.4 Retired employees may purchase the basic health plan for themselves and their eligible dependents. Employees must be retired under one of the District's formal retirement plan(s) (PERS, PARS or STRS) early or normal retirement plan provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60) (PARS) or older, and have had five (5) consecutive previous years of service with the District. Retirees' dependents must meet the same eligibility requirements as dependents of active employees. Upon attainment of age sixty-five (65), the retired employee must sign up for Medicare parts A and B (this applies to dependents also). Retiree coverage is available for medical, dental, and vision insurance. Life insurance ceases upon retirement. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly. Retirees may change insurance providers during the regular open enrollment period. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.
- 8.5 Employees and dependents insurance coverage shall be canceled under the following conditions:
- (a) The leave expires and the employee does not return to active duty.
  - (b) The required premium payment is not received in the Payroll Department.
- 8.6 PSEA Post Health and Welfare Benefits for Eligible Retired Employees

Unit members, retiring under one of the District's formal retirement plan(s) on July 1, 2007 or later (PERS or PARS) at least age fifty (50) or older, having five (5) consecutive years of benefited service with the District, and having at least ten (10) overall years of service with the District, will be eligible for a District contribution towards their retiree health coverage through age sixty-five (65) or Medicare eligibility.

The District contributions will be based on a percentage of the cost of the lowest price plan for employee only coverage or flat dollar amount, whichever is greater, varying by years of District service at retirement as follows, based on a monthly rate:

<b>YEARS OF SERVICE AT RETIREMENT</b>	<b>DISTRICT MONTHLY CONTRIBUTION PERCENTAGE</b>
10 years of service	\$200 or 50%

15 years of service	\$300 or 80%
17 years of service	\$350 or 90%
20 or more years of service	\$400 or 100%

Employees retiring between July 1, 2007 and December 31, 2015 will receive 100% of the District contribution if working between 7.76 hours and 8 hours, 92% of the contribution if working between 6 and 7.75 hours, and 73% of the District contribution if working between 4 and 5.99 hours. For the purpose of qualifying for the above benefits, only regular assigned hours are included. Extra hours, limited term hours, and overtime hours are excluded.

All monies paid by the District must be used for medical coverage for the employee; no other benefits are covered for employees under this Agreement. Eligible Unit members may purchase additional benefits for themselves or eligible dependents. Employees selecting a more expensive medical plan or dependent coverage will pay the difference in premium costs. Employees moving out of the area will be reimbursed to the same dollar amount for use toward medical premiums only. Premiums will be reimbursed annually with submission of required documentation.

Eligible Unit members must meet all criteria: retire into District plan, age, years of service, years of service in a benefited position, and must be in a benefited position and covered by a District plan at time of retirement.

	10-14.99 Years (\$200)	15-19.99 Years (\$300)	20+ Years (\$400)
4 – 5.99 hours	73% of \$200 or 50%	73% of \$300 or 75%	73% of \$400 or 100%
6 – 7.75 hours	92% of \$200 or 50%	92% of \$300 or 75%	92% of \$400 or 100%
7.76 – 8 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

8.6.1 Employees who retire on or after January 1, 2016 shall receive a District contribution in accordance with the following chart:

	10-14.99 Years (\$200)	15-19.99 Years (\$300)	20+ Years (\$400)
4.0 – 8.0 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

8.6.2 Employees who retire on or after December 17, 2021 shall receive a District contribution effective January 1, 2022 in accordance with the following chart:

10-14.99 Years (50%)	15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
50%	80%	90%	100%

Effective for the 2023 Plan Year, the funding of this post-retirement medical benefit, as reported for the required GASB 75 actuarial, is funded as follows: on an annual basis, the District shall allocate the equivalent of 1% of Unit employees' contracted salaries only to the District's Irrevocable OPEB Trust, for the benefit of PSEA retirees.

8.6.3 Employees' and dependents' insurance coverage shall be cancelled under the following conditions:

- (a) A required premium is not received in the Payroll Department.

8.7 PSEA Post Age 65 Vision and Dental Coverage

Effective July 1, 2012, employees who retire under the existing post-retirement plan or who are sixty-five (65) years of age or older and, who retire from the District and, but for age, would have been eligible for post-retirement benefits under the PSEA Post Health and Welfare Benefits for Eligible Retired Employees, will be eligible for District paid employee vision and dental coverage not to exceed the percentages or full employee only premiums for vision and for dental contained below:

	10-14.99 Years	15-16.99 Years	17-19.99 Years	20+ Years
4.0 – 8.0 hours	50%	80%	90%	100%

In lieu of District paid vision and dental coverage, such eligible retirees will be reimbursed to the same dollar amount for the purchase of retiree vision and dental coverage only upon the annual submission of proof of payment of premiums.

8.8 To the extent the effective dates in this Article are inconsistent with the expiration date set forth in Article 20, the effective dates of this Article are controlling over Article 20.