

ARTICLE 13
HEALTH AND WELFARE BENEFITS

13.1 Health Benefit Plans: The health and welfare benefits outlined in this Article apply to all unit members, including those hourly unit members teaching in the Alternative Programs and/or Schools.

13.1.1 The District shall provide bargaining unit members the following health and welfare benefit plans. The specific plan designs shall be available to all bargaining unit members during open enrollment, and may be found on the AEA website (antiochteachers.org) or at the AUSD Human Resources Office.

A. Medical Insurance: CalPERS Benefits Program

B. Vision Insurance: VSP through California's Valued Trust

C. Dental Insurance: Delta Dental through California's Valued Trust

D. Life Insurance: The Standard Insurance Company

E. Long Term Disability Insurance: The Standard Insurance Company

F. Employee Assistance Plan: Marrell Sheppell LifeWorks (Effective for the 2022-2023 School Year)

13.1.2 The Parties to this Agreement agree to meet and bargain changes in the carriers for life insurance, long term disability insurance and long term health care insurance. It is the intent of the Parties that the District may change the carrier for these benefit plans if the resulting benefit plans are equal to or better than the current plan.

13.1.3 Domestic Partners: The District shall provide domestic partner coverage as required by law. The District shall accept a copy of a current Domestic Partner Registration that has been filed with the California Secretary of State's Office as evidence of domestic partnership.

13.1.4 Unit members who desire additional life insurance and/or long term disability coverage may purchase it through CTA with The Standard Insurance Company. The District shall deduct the additional premium through payroll deduction.

13.1.5 Upon separation from the District, bargaining unit members not entitled to receive retiree health benefits under section 13.7 of this Article shall receive up to two (2) additional months of health benefits as follows:

A. Unit members who serve more than one-half (1/2) the work year shall receive two (2) additional months of benefits. The first month of benefits shall be covered by the District. In order to receive the second month of benefits, unit members must enroll in COBRA. For the second month of benefits, unit members shall receive reimbursement from the District based on the district-paid contribution as outlined in Section 13.2.1 of the Agreement of the Parties.

- B. Unit Members who serve up to one-half (1/2) of the work year shall receive one (1) additional month of benefits.

13.2 Eligibility

- 13.2.1 Full Time Unit Members: The District shall pay the cost of medical, dental and vision premiums as outlined immediately below for those bargaining unit members working full time. In addition, the District shall pay the full cost of basic life insurance, long term health care insurance and long term disability insurance.

Effective January 1, 202~~32~~ the District's monthly contribution to medical benefits per enrolled full-time unit member shall be:

- A. Single Party: The District shall pay no more than twelve thousand two hundred Sixteen Dollars (\$12,216) dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.
- B. Two-Party: The District shall pay no more than nineteen thousand, eight hundred and forty eight ~~eighteen thousand four hundred sixty eight~~ dollars (\$~~19,848~~)18,468) dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.
- C. Family: The District shall pay no more than twenty fourth thousand, three hundred and twenty two ~~twenty-two thousand five hundred twenty four~~ dollars (\$~~24,324~~)22,524) dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

- 13.2.2 Fifty (50%) Percent But Less Than Full Time: Bargaining unit members working at least fifty (50%) percent but less than full time shall receive a prorated proportional amount toward their medical, dental, vision, basic life insurance and long term health care insurance premiums. In addition, the District shall pay the full cost of long term disability insurance.

13.2.3 Part-Time Employees/Shared Assignments

- A. Qualified bargaining unit members, as per Section 13.2.2, who wish to participate in the benefit programs shall pay a prorated portion of their fringe benefit contribution. Participation in dental and vision plans is only required of full time unit members. The District shall pay a prorated amount for each unit member participating in these programs.
- B. Upon separation from the District, bargaining unit members not entitled to receive retiree health benefits under Section 13.7 of this Article shall receive up to two (2) additional months of health benefits as follows:

1. Unit members who serve more than one-half (1/2) the work year shall receive two (2) additional months of benefits. The first month of benefits shall be covered by the district. In order to receive the second month of benefits, unit members must enroll in COBRA. For the second month of benefits, unit members shall receive reimbursement from the District based on the district-paid contribution as outlined in Section 13.2.1 of the Agreement of the Parties.
 2. Unit members who serve up to one-half (1/2) of the work year shall receive one (1) additional month of benefits.
- C. In the event a carrier notifies the District that it shall not accept the omission of part-time employees from participation in a program, the District shall notify the Association and both Parties shall meet to determine a course of action.

13.3 IRC Cash Allowance Option

- 13.3.1 For unit members who waive medical coverage, the District shall provide a minimum of three thousand ~~four one~~-hundred twenty (\$~~3,420,120~~) dollars annually for full time bargaining unit members participating in the IRC Section 125 Plan to be used to pay premiums for medical, dental and vision coverage. Unit members must show proof of enrollment in a group plan each year in order to qualify. Participation in dental and vision plans are mandatory. Unused portions may be taken in salary or used for expenses authorized by relevant IRS regulations. This money is in no way to be construed or negotiated as part of the regular pay rate, but is to be part of the Health and Welfare Benefits.
 - 13.3.2 Bargaining unit members who work at least fifty (50%) percent but less than full time shall be provided a prorated proportional amount of the three thousand one hundred twenty (\$~~3,4120~~) dollars benefit.
 - 13.3.3 Employees who are enrolled in the IRS Section 125 Plan Cash Allowance Option shall be afforded the opportunity to re-enroll in a health insurance program and to discontinue their Cash Allowance Option during the annual District open enrollment period.
- 13.4 Tax Sheltered Annuities: Bargaining unit members may participate in the tax sheltered annuity program using the District approved provider list with the District providing payroll deduction for this purpose.
- 13.5 Medical Examinations and Tests: All medical examinations and tests related to a bargaining unit member's employment shall be paid for by the District.
- 13.6 Benefit Coverage on Leaves of Absence
- 13.6.1 The District shall continue to contribute a bargaining unit member's (and dependents) premium contribution while on paid leave status in the same manner as if the unit member had remained in regular service.

13.6.2 Unit members on District approved non-paid leaves of absence may elect to continue benefit coverage for themselves and their dependents by mailing the entire premium payment required for dental and vision coverage to the District Business Office and the premium payment for medical coverage to CalPERS, the carrier, by the first day of each month.

13.6.3 Cancellation of Benefits: A bargaining unit member's (and dependents) insurance coverage under the District's master insurance contracts may be cancelled under the following conditions:

- A. The leave expires and the bargaining unit member does not return to active duty.
- B. A premium payment is not received in the Business Office by the fifteenth (15th) of the month for that month's coverage.

13.7 Retiree Health Benefits

13.7.1 Eligibility for Retiree Health Benefits

A. Unit Members Working for the AUSD prior to July 1, 2002:

1. Prior to the First Workday of the 2011-2012 Work Year: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring after reaching age fifty-five (55). Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program. Premium payments for dental and vision shall be made by the District directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.
2. Beginning with the First Workday of the 2011-2012 Work Year: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55). Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program. Premium payments for dental and vision shall be made by

the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.

- B. Unit Members working for the AUSD starting on or after July 1, 2002: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under the California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55) and who have completed fifteen (15) years of cumulative service with the District. Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Programs. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.
- C. Unit Members Working for the AUSD starting on or after July 1, 2008: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under the California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55) and who have completed twenty-five (25) years of cumulative service with the District. Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.
- D. The District shall pay a total of the CalPERS Health Benefits Programs minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree age sixty five (65) and older, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The district shall make no payment to retirees age sixty-five (65) and older for prescription coverage not covered by

CalPERS Health Benefits Program, vision or dental insurance. For unit members retiring after July 1, 2018, the age requirement as outlined in A-C above will be reduced to age fifty (50) if the unit member's retirement is due to a disability accepted by CalSTRS/CalPERS. (A-C are available on page 33-34 in the contract)

- 13.7.2 Discontinuance of Cash in Lieu Upon Retirement: Cash-in-lieu payments shall not continue after retirement. However, retirees who are eligible under Article 13.7.1. A, B or C above, may enroll in CalPERS Health Benefits Program retiree health benefits upon the occurrence of a qualifying event including during the annual open enrollment period.
- 13.7.3 COBRA Rights: The District shall inform in writing all qualified unit members of their right to continue benefits coverage under provision of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- 13.8 The District and AEA shall form a committee comprised of up to three (3) members each to further research and explore the programs offered by The Standard Insurance Company for life and long-term disability insurance and employees assistance. The District shall invite CSEA, Chapter #85 and Antioch Management Association to appoint up to three (3) representatives each to this committee. The parties shall select their representatives and the committee shall meet by November 1, 2014. Upon completion of its work, the committee shall make a joint recommendation to the parties regarding districtwide use of The Standard Insurance Company for the aforementioned supplemental programs.