

**Sweetwater Union High School District
Proposal to
Sweetwater Education Association/CTA/NEA**

July 19, 2013

ARTICLE 18

HEALTH AND WELFARE BENEFITS

Either party may notify the other party in writing on or before February 1st of the 2013-2014 and 2014-2015 school years of their intent to reopen Article 18 – Health and Welfare Benefits for the 2014-2015 and 2015-2016 school years.

18.1 The District will pay for each eligible bargaining unit member for the following benefits:

- Life Insurance (\$50,000)
- Dental Insurance
- Medical Insurance
- Vision Care Plan

The level of benefits shall remain constant throughout the term of this Agreement unless otherwise agreed to by both the District and the Association.

Eligible dependents and registered same sex domestic partners are included in the dental, vision, and medical plans. Eligible dependents are defined as a spouse and children (including step-children, adopted children and children as a result of a court appointed guardianship). Domestic partners are defined in accordance with AB 26 and AB 205. It is understood that same sex domestic partner coverage shall be subject to all eligibility rules ~~established by the San Diego County Voluntary Employee Benefits Association (VEBA)~~ and that such rules and requirements shall extend to all plans and coverage provided in this article whether ~~contracted through VEBA~~, self-funded by the District or directly contracted by the District. At such time as legal marriage, recognized by the State of California, is available to same sex domestic partners, the parties agree to review and modify the eligibility rules and requirements as necessary to provide that only legally married domestic partners shall be eligible.

If the cost of a member selected plan exceeds the established District contribution, the District shall automatically implement monthly payroll deductions for the excess costs.

18.2 The maximum district contribution for the 2013 calendar year shall not exceed seven thousand seven hundred ninety-two (\$7,792). **Effective January 1, 2014, the**

maximum district contribution thereafter shall be not less than sixty-eight percent (68%) of the cost of the Kaiser 10/10 **family plan**, Safeguard, Vision and Life for all members.

- 18.3 A bargaining unit member shall not receive duplicate benefits listed in Section 18.1 because of his/her inclusion in another bargaining unit of the District.
- 18.4 A unit member who can demonstrate that he/she is covered by a medical plan either as the dependent of another District employee, or through some other out of District source, may choose to discontinue the District provided medical plan. The insurance year is defined as January 1 through December 31. The District shall continue to pay the full cost of vision, life, and dental insurance for each unit member who opts out of the provided medical plan.

No unit member who is eligible for benefits under this article shall be at risk of losing health and welfare benefits eligibility as a result of such election.

Upon notification by the unit member to the benefits office that the declared insurance has been discontinued, the unit member will be offered the opportunity to enroll in any of the District provided benefit plans.

- 18.5 A bargaining unit member must be assigned to fifty percent (50%) or more of a full-time assignment in order to be eligible for health and welfare benefits listed in Section 18.1 hereinabove.

18.6 Retirement Benefits:

- A. Eligibility (Retiree): To be eligible for medical benefits upon retirement, the following conditions must be met:
1. The unit member must have fifteen (15) years of service with the District. The service years do not need to be consecutive; however, there may be a break in service of no more than thirty-nine (39) months per separation. A full year of service is defined as the unit member having been in paid status for seventy-five percent (75%) or more of an assigned school year.
 2. The unit member must be a current employee of the District immediately prior to retirement.
 3. The unit member must be between the age of fifty-five (55) and the age of Medicare eligibility or be approved for STRS or PERS disability retirement within thirty-nine (39) months of his/her fifty-five (55) birthday.

- B. Eligibility (Dependents): Dependents are eligible under the same conditions and restraints as dependents of active members.
- C. Choice of Plan: The medical insurance plan shall be the plan made available to the bargaining unit members during the current school year.
- D. District Contribution: The District's contribution to fund an eligible retiree's medical insurance, shall not exceed the then current contribution for an active unit member's medical portion of the health insurance package.
- E. Retiree Contribution: If the cost of the premium for the selected medical plan exceeds the District contribution, the retiree will remit to the District the difference between the two.
- F. Termination of Benefit:
 - 1. Retiree: Coverage under this program for the retiree and eligible dependents will cease the month the retiree reaches the age of Medicare eligibility (currently 65) or ten (10) years from the retirement date, whichever is the sooner of the two.
 - 2. Spouse: If the spouse of an eligible retiree reaches the age of Medicare eligibility prior to the retiree, then coverage under this program will cease for the spouse. This provision will begin with employees who retire after the adoption of this contract.
 - 3. If the age for Medicare eligibility changes, then this section will be reopened.

18.7 Hourly paid unit members must be assigned fifteen (15) hours per week in order to be eligible for fringe benefits. An hourly paid unit member who has less than fifteen (15) hours per week but is increased to fifteen (15) hours or more per week becomes eligible for fringe benefits in the succeeding month. An hourly paid unit member whose assigned hours drop below fifteen (15) hours per week will have his/her fringe benefits terminated at the end of the month following the date his/her hours drop below fifteen (15). However, the employee may elect to continue to receive benefits under COBRA.

18.8 If an eligible unit member should die during the term of this article, the District shall continue to pay the premiums of all insurance (except life) provided by this article for the

employee's spouse and dependents for one (1) year from the employee's death, except as the provisions contained within Section 18.1 apply.

- 18.9 Eligible employees on unpaid leaves of absence may continue their health and welfare benefits provided in Section 18.1 by making the full premium payments to the District, or by exercising their rights under COBRA. Payments must be made on a monthly basis in a timely manner.
- 18.10 The District will maintain the scope of "Section 125" which includes child care and out-of-pocket medical cost by having the program administered by a vendor who may charge individual unit members an administrative fee for its services.
- 18.11 SEA will be allotted two (2) representatives to the District health benefits committee. The committee may make recommendations to the Board of Trustees regarding insurance providers and level of benefits. Any change to the level of benefits is subject to negotiations.