

**RIVERSIDE UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its CHAPTER 506  
TENTATIVE AGREEMENT  
January 20, 2016**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, and its Chapter 506 ("CSEA") the parties agree to:

**ARTICLE IX (Health and Welfare Benefits) is amended in its entirety to read:**

9.0 Full-time Unit Members: For the purpose of this article only, full-time unit members are defined as those unit members working thirty (30) or more-hours per week.

Part-time Unit Members/Eligibility: Only those unit members working twenty (20) hours per week or more shall be eligible for District sponsored fringe benefits.

Unit members working less than twenty (20) hours per week shall be eligible to participate in District sponsored fringe benefits with full cost paid by the employee. Exceptions to this provision shall be in accordance with COBRA and other appropriate Federal mandates.

9.1 Selection of Plans: Unit members shall be eligible to select a medical plan and a dental plan from the following medical and dental selections: Kaiser HMO (Health Maintenance Organization); EPO (Exclusive Provider Organization); PPO (Preferred Provider Organization); Delta Dental Premier, MetLife, or Preferred Advantage Dental.

To qualify for medical and/or dental benefits, each unit member must enroll in the unit member's insurance plan during the approved enrollment period.

Information regarding medical and dental plans may be obtained by calling the Employee Benefits Office.

The District and CSEA shall continue to work collaboratively to secure bids from alternate and/or additional health and welfare care providers.

9.2 Payroll Deductions/Medical and Fringe Benefit Allocation: The District contribution toward medical, dental and vision insurance for part-time unit members employed to work less than thirty (30) hours per week but twenty (20) hours per week or more shall be prorated as follows:

- |                                 |   |        |
|---------------------------------|---|--------|
| 1. Less than 20 hours           | = | .0%    |
| 2. 20 to less than 22.5 hours   | = | 50.0%  |
| 3. 22.5 to less than 27.5 hours | = | 62.5%  |
| 4. 27.5 to less than 30 hours   | = | 75.0%  |
| 5. 30 to 40 hours               | = | 100.0% |

A deduction schedule for premium costs shall be given to unit members upon enrollment in the selected plan and will be available from the Employee Benefits Office upon request.

9.3 Limitations: Effective January 01, 2016 (The 2016 plan year and following), the District contribution toward the medical insurance plan shall be \$11,005 per subscriber. In addition there will also be a one-time contribution of \$305 per subscriber for a total increase of \$610. Such contribution shall be applicable to any District sponsored medical plan that the subscriber chooses. Part-time employees will receive a prorated share of the District contribution.

Effective January 1, 2016 through December 31, 2016, the District contribution toward the dental insurance plan shall not exceed the amount of the District contribution for the 2015 plan year.

This section shall not preclude CSEA or the District from negotiating medical and dental payroll deductions on an annual plan-year basis.

If other employees receive a higher District contribution to their health insurance plans than what is provided herein, the difference shall be paid to unit members. The intent of this language is to maintain parity between CSEA unit members and other District employees.

9.4 Life Insurance: A \$12,500 life insurance plan shall be provided to each unit member.

**9.4.1 Life Insurance for Retirees: A \$12,500 life insurance plan shall continue for five years after retirement effective 7/1/2016.**

9.5 Medical Insurance for Retirees:

9.5.1 Effective July 1, 2010 2016. Each member of the classified bargaining unit employed more than twenty (20) hours per week retiring into PERS after May 3, 1985, who is between 50 and 64 years of age, inclusive at the time of retirement shall be granted an annual entitlement with which to purchase employee-only medical coverage as such is available through the District. The maximum number of years a member shall be eligible for such entitlement is ~~eight (8)~~ **ten (10)** years. The entitlement shall be graduated according to years of service in RUSD as listed below. Unit members working less than full-time, but working twenty (20) or more hours per week, shall receive a pro-rated entitlement in proportion to the average daily hours worked during the unit member's final three (3) years of service on the same basis as provided in 9.2. The ratio of the average daily hours to eight shall determine the percentage of the appropriate entitlement to be granted to the retiree.

<u>Service</u>	<u>Entitlement</u>
15 years	\$2146
16 years	\$2331
17 years	\$2516
18 years	\$2701
19 years	\$2886
20 years	\$3071

Twenty-five Years or More of Service: Bargaining unit members who retire from the District with 25 years or more of service and have been employed by the District as a full-time bargaining unit member for fifteen (15) of the last nineteen (19) years at the time of retirement are entitled to an amount equivalent to the single party premium of the two least costly medical plans (excluding any high deductible plans) available through the District. However, if the retired employee selects a more costly plan that is made available through the District, the retiree will be responsible for paying the cost of the difference between the annual premiums of the two plans. The maximum number of years a member shall be eligible for such entitlement is ~~eight (8)~~ **ten (10)** years.





9.5.2 After Becoming Medicare Eligible: Unit members retiring shall be eligible to continue to purchase coverage in a District group medical insurance plan after becoming Medicare eligible, provided that these conditions exist:

- a. The retiree has been employed in the District for no less than ten (10) years. (Effective July 1, 2010, retirees must have been employed in the District no less than fifteen (15) years.)
- b. The plan carrier allows such participation.
- c. The unit member is otherwise eligible for enrollment in the plan.
- d. The plan is one under which the District is not required by the carrier to pay for any part of the premium.

9.5.3 Retiree with Spouse on Active Status: A unit member eligible and applying to retire may postpone eligibility for this benefit if the retiring unit member has an active, benefits-eligible spouse also employed by the District who will cover said unit members as a plan dependent. The retiring unit member may postpone eligibility for retiree benefits coverage described above until such time as the spouse retires or otherwise loses coverage. Such coverage shall not extend beyond the time the retiree would have otherwise become eligible for Medicare coverage.

9.6 Income Protection Insurance: Unit members voluntarily opting for Income Protection Insurance may do so, but shall assume full costs of said insurance program upon selection.

9.7 Each unit member who leaves District employment shall be given the right to participate in a District medical and dental plan for eighteen (18) months in accordance with current COBRA regulations and provisions of the insurance carrier.

9.8 Employee Spouses

- a. **When an employee and spouse are both employees of the District and both are working full-time assignments, the District shall offer both employees the choice of a medical and dental plan. Part-time unit members will receive a pro-rated share of the medical and/or dental plan.**

- b. **The spouse who chooses not to carry the medical plan shall be provided with a yearly stipend of seven hundred and fifty dollars (\$750) in lieu of medical insurance coverage. If either or both employees waive dental insurance coverage, they shall be provided with a yearly stipend of one hundred and fifty dollars (\$150) in lieu of dental insurance coverage. Stipends will be applied to earnings.**

9.9.2 c. Dental Benefits and Life Insurance: The District will contribute toward a dental plan and life insurance for each eligible unit member. The fact that they are spouses does not affect the District contribution or benefit plan availability.

9.8 9.9 Health Insurance Waiver: Beginning in the January 1, 2014 plan year, waiver stipends will no longer be paid to unit members. Those employees who waived coverage in the 2013 plan year may continue to waive benefits in accordance with the language stipulated below; however, if the unit member takes medical and/or dental coverage at any point in the future they will no longer be eligible for a waiver stipend.

**9.9.1 Waivers prior to January 1, 2014:**

A full-time unit member showing proof of coverage through an alternate source may choose to waive medical and dental insurance coverage by signing a waiver form. Any full-time unit members waiving medical and dental insurance coverage shall be provided with a total annual stipend of six hundred fifty dollars (\$650).

Full-time unit members who only waive medical insurance coverage shall have their choice of dental plans paid and shall be provided with a yearly stipend of five hundred dollars (\$500).

Part-time unit members who waive medical and dental insurance shall receive a pro rata share of the stipend in accordance with Section 9.2 of this Article. Those who only waive medical insurance coverage shall have a pro rata share paid by the District of the dental plan of their choice and receive a similar share of the five hundred dollar (\$500) stipend.

~~9.9.29.8.1~~ Dual Spouse Coverage Waivers: When an employee and spouse are both employed by the District and are working full-time assignments, employees covered by District-sponsored medical and dental plans pursuant to Section 9.9 or 9.10 (whichever applies) who only waive medical insurance coverage, shall be provided with a yearly stipend of seven-hundred and fifty dollars (\$750) in lieu of medical insurance coverage. Part-time unit members who waive medical coverage will receive a prorated share of the medical waiver stipend in accordance with Section 9.2 of this Article.

~~9.9.3-9.8.2~~ Request for Waiver: A request for a waiver may be submitted at any time.

~~9.9~~ Spouse Employed in the Same Unit: When the unit member and spouse are both members of the bargaining unit covered by this Agreement and eligible for District contribution toward the purchase of benefits, the following will apply:

~~9.9.1~~ Medical Benefits: The District contribution will be a pro rata portion of the contribution for full time unit members, using the unit member/spouse whose assignment is closest to or equal to full time. The other spouse will be covered as a dependent. The District shall contribute to no more than one medical benefit plan per family. In no instance shall this calculation result in a lower District contribution than the unit member would have received had the spouse not been employed by the District.

~~9.9.2~~ Dental Benefits and Life Insurance: The District will contribute toward a dental plan and life insurance for each eligible unit member. The fact that they are spouses does not affect the District contribution or benefit plan availability.

~~9.10~~ Spouse Employed by the District Outside the Unit Covered by the Agreement: When the spouse of a unit member is employed by the District in a position which is not in the bargaining unit covered by this Agreement but which makes the spouse eligible for a District contribution toward the purchase of benefits, the following will apply:

~~9.10.1~~ Medical Benefits: The unit member who is eligible for a District contribution toward the purchase of benefits and the spouse shall elect which of them will be the covered employee and which will be the covered dependent. If the spouse, employed outside



~~the unit, is eligible for a full District contribution toward medical benefits, the unit member must waive eligibility for employee coverage and receive the appropriate stipend. If the spouse employed outside the unit does not qualify for a full District contribution, either employee may elect to be the covered employee, and the other must waive eligibility for employee coverage and receive the appropriate stipend. The District shall contribute to no more than one medical benefit plan per family.~~

~~9.10.2 Dental Benefits and Life Insurance: The District will contribute toward a dental plan and life insurance for each eligible employee. The fact that they are spouses does not affect the District contribution or benefit plan availability.~~

~~9.10~~ **9.11 District-Paid Insurance After Exhaustion of Paid Sick Leave:** After a unit member has exhausted all paid sick leave entitlements, including the accrued sick leave and the five-month entitlement, and, still too incapacitated to work, that unit member is granted a health leave, the District will continue to pay for those portions of the unit member's insurance program it had been paying for on the last day of the unit member's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the unit member is granted disability payments by the Public Employees Retirement System, whichever occurs sooner. The unit member may not add coverages at District expense through the period of District payment following exhaustion of sick leave. The District shall not be obligated to sell the unit member any insurance coverage after this period. It shall be the unit member's responsibility to make timely arrangement for conversion from District coverages.

~~9.11~~ **9.12 Death of a Unit Member:** Should a unit member die while in paid status, the District shall pay the cost of the unit member's health insurance program through the fringe benefit year in which the unit member's death occurs. The insurance carrier permitting, the District shall allow the unit member's spouse or dependent to purchase continued health insurance for up to two (2) fringe benefit years subsequent to that in which the unit member died, provided that during that time the spouse or dependent has not remarried or become eligible for health insurance coverage with a different employer. Either remarriage or employment that has health insurance as a benefit shall provide sufficient reason to end all access to District benefits for the unit member's spouse or dependent. If the spouse or dependent is neither remarried nor employed

where health insurance is available through the employer at the end of the second year subsequent to that of the unit member's death, and the spouse or dependent is in a state of economic hardship, the District will request that the carrier continue to allow the District to sell to the spouse or dependent for one more year the coverage previously sold. The District shall be the sole determiner of economic hardship. All purchases of health insurance coverage under this provision shall be made annually and in advance. Unused portions of such payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

**9.12 9-13**      Health and Welfare Benefits Committee:

- A. The Association and District agree to meet on an as needed basis, and at least once a quarter to discuss the Health and Welfare benefit plans.
  - 1. Composition: The Health and Welfare Benefits Committee (HWBC) will be comprised of four (4) RCTA Representatives, four (4) CSEA Representatives, four (4) Professional Relations members and three (3) non-voting District advisors. Any group may invite outside consultants to the meetings with permission from the HWBC.
  - 2. Decision Making: The HWBC shall be responsible for making recommendations regarding health and welfare insurance carriers, levels of coverage, plan design, premium rates, cost containment and other health and welfare insurance related issues. Consensus shall be used in all committee deliberations. All recommendations from the committee shall be submitted to their respective bargaining teams.
- B. The District shall provide the committee with complete health and welfare benefits data in a timely manner as requested or when received from vendors, which includes but is not limited to:
  - 1. Utilization (HIPPA protected)
  - 2. Claims Experience (HIPPA protected)
  - 3. Enrollment
  - 4. Claims Data Reports
  - 5. Financial Data related to Health Premiums
  - 6. Reports and Updates from the Carriers



AGREED:

For the District:

For CSEA:

*Susan Mills*  
 \_\_\_\_\_  
 Susan J. Mills Date  
 Assistant Superintendent, Human Resources  
 Riverside Unified School District

*[Signature]*  
 \_\_\_\_\_  
 Daniel S. Rudd Date  
 President, CSEA Chapter 506  
 Riverside Unified School District

*Robin Mesa*  
 \_\_\_\_\_  
 Vanessa Connor (Robin MESA - Interim)

*Lynn Thompson*  
 \_\_\_\_\_  
 Lynn Thompson 1/26/16  
 Labor Relations Representative, CSEA

*Shani Dahl*  
 \_\_\_\_\_  
 Shani Dahl

*Caralyn Alldis*  
 \_\_\_\_\_  
 Caralyn Alldis

*Mays Kakish*  
 \_\_\_\_\_  
 Mays Kakish

*Laura Egan*  
 \_\_\_\_\_  
 Laura Egan

*Jill Collier*  
 \_\_\_\_\_  
 Jill Collier

*Michael Green*  
 \_\_\_\_\_  
 Michael Green

*Carrie Antrim*  
 \_\_\_\_\_  
 Carrie Antrim

*Joseph Baglio*  
 \_\_\_\_\_  
 Joseph Baglio

*Nyna Moore*  
 \_\_\_\_\_  
 Nyna Moore