

**RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 506
TENTATIVE AGREEMENT
November 15, 2013**

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, 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 thirty-two and one-half (32.5)~~ 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 health and dental selections: Kaiser HMO (Health Maintenance Organization); EPO (Exclusive Provider Organization); a PPO (Preferred Provider Organization); Delta Dental Premier, MetLife, or Preferred Advantage Dental.

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

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


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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) ~~thirty-two and one-half (32.5)~~ 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 32 hours | = 75.0% |
| 5. 32.5 30 to 40 hours | = 100.0% |

A deduction schedule for premium costs to ~~part-time unit members~~ shall be given to said 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, 2013 ~~2014~~ (The ~~2013 2014~~ plan year and following), the District contribution toward the medical health-insurance plan shall be ~~\$9,500~~ \$10,000 per subscriber. 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, 2013 through December 31, 2013, on a one-time basis, the District will contribute an additional \$500 toward any applicable District sponsored medical plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution. Effective January 1, 2014, the District contribution shall return to a cap of \$9,500.~~

Effective January 1, ~~2013~~ 2014 through December 31, ~~2014~~ 2013, the District contribution toward the dental insurance plan shall not exceed the amount of the District contribution for the ~~2012~~ 2013 plan year.

This section shall not preclude CSEA or the District from negotiating medical health 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 each unit member.

9.5 Medical Insurance for Retirees:

9.5.1 ~~Effective thru June 30, 2010:~~ 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 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>
10-15 years	\$1,849

16 years	\$2,034
17 years	\$2,219
18 years	\$2,404
19 years	\$2,589
20 years and more	\$2,774

~~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 full-time bargaining unit members for ten (10) of the last fourteen (14) years at the time of retirement are entitled to an amount equivalent to the single party premium of the least costly health plan 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 premium of the two plans.~~

9.5.2 Effective July 1, 2010: 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) 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	\$1,849

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16 years	\$2,034
17 years	\$2,219
18 years	\$2,404
19 years	\$2,589
20 years	\$2,774

Twenty-five Years or of 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 least costly medical health plan 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 premium of the two plans. The maximum number of years a members shall be eligible for such entitlement is eight (8) 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

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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 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.

A full-time unit member showing proof of coverage through an alternate source may choose to waive health medical and dental insurance coverage by signing a waiver form. Any full Full-time unit members waiving who waive medical health and dental insurance coverage shall be provided with a total annual stipend of six hundred fifty dollars (\$650). ~~to be spent on other insurance plans or a Tax Shelter Annuity (TSA) available through the District.~~

Full-time unit members who only waive health medical insurance coverage only shall have their choice of dental plans paid and shall be provided with a yearly stipend of five hundred dollars (\$500). ~~to be spent on other insurance plans or a Tax Shelter Annuity (TSA) available through the District.~~

~~Part-time unit members may waive health and dental insurance coverage by signing a waiver form. Those 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 health medical insurance coverage only 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. All unit members must either select or waive medical insurance and sign a form on which their choice is indicated.~~

9.8.1 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 health medical and dental plans pursuant to Section 9.9 or 9.10 (whichever applies) who elect to 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. ~~to be contributed to one or more of the following options: 1) other insurance plans available through the District, and 2) tax sheltered annuity plans.~~ 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.

9.8.2 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 Health 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 health 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 Health 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 health~~ 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 health~~ 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.
- 9.11 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.

9.12 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.

9.13 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.


R. Rose
District

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:

[Signature] 11/15/13 Date
Susan Mills
Assistant Superintendent, Human Resources
Riverside Unified School District

[Signature]
Vanessa Connor

[Signature]
Shani Dahl

[Signature]
Eric Troxel

[Signature]
Jill Collier

[Signature]
Orin Williams

For CSEA:

[Signature] 11/15/13 Date
Richard P. Carpenter, Jr.
President, CSEA Chapter 506
Riverside Unified School District

[Signature]
Lynn Thompson
Labor Relations Representative
CSEA

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Gloria Cormier

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Laura Egan

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Nyna Moore

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Tim Wooten