

ARTICLE 9

HEALTH AND WELFARE BENEFITS

9.1 Coverage

No later than November 1, 2009, and extending through June 30, 2012, all unit members employed full or part time for the regular school year, along with eligible dependents and eligible retirees as defined herein, will be eligible for medical coverage as established and available through the BSSP-JPA Red Plan. Should the Red Plan no longer be available, CUTA and CUSD agree to immediately negotiate the impact and effect of such changes to provide an agreed upon plan.

Two CUTA bargaining subcommittee members shall be able to attend all BSSP-JPA meetings. Substitute costs and travel expenses shall be charged to bargaining. The District representative to the BSSP-JPA shall consult with CUTA's representatives to the BSSP-JPA prior to voting on any action items that may modify coverage. If the JPA-BSSP modifies coverage of the Red Plan, CUTA and CUSD agree to immediately negotiate the impact and effect of such changes.

9.1.1 For full-time regular school employees the District shall pay the actual cost of the Delta Dental Plan (including a claim limit to \$2,000 per person per year and including orthodontics for children only to a \$1,500 limit with 50/50 co-pay), the actual cost of the Vision Service Plan and the actual cost of the Provident Life and Accident Insurance Company life insurance plan.

*Revised  
August  
2009* 9.1.2 The maximum District contribution for full time regular employees, part time employee participants (as defined in 9.1.4 and 9.1.5) and retirees (as defined in 9.4, 9.5 and 9.6) shall be the premium rate charged by the BSSP-JPA for its Red Plan for years 2009/10 through 2011/12. Thereafter, the maximum District contribution will be the amount that the District pays for the Red Plan during the 2011-2012 school year for active employee participants and for retirees as specified in 9.1.3.

9.1.2.A CUTA and CUSD agree that Article 9 will not reopen for negotiation until 2011-2012 to be applicable for the 2012-2013 contract year, unless by mutual consent.

*Revised  
August  
2009* 9.1.3 Beginning with the coverage year 2012-2013 and subsequent years, fifty percent (50%) of any cost for Red Plan coverage referred to in 9.1 above in excess of the maximum District contribution as referred to in 9.1.2 above shall be and hereby is authorized to be paid by participating unit members through payroll deduction and by eligible retirees through direct payment to the District. The remaining fifty percent (50%) of any such cost shall be paid by the District.

Renumbered  
2001-02

9.1.4 A unit member employed part-time for the school year will, by agreeing to pay a pro rata share of the premium, be provided with medical, dental, vision and life insurance (see pro rata premium rates in Section 9.1.5).

9.1.5 Pro-rata percentage of employees' monthly premium contribution rates for part-time unit members for the regular school year shall be based upon the District's contribution for full time unit member.<sup>1</sup>

## 9.2 Duration of Benefits

Revised  
May 2002

The benefits provided in this Article shall remain in effect as provided herein.

9.2.1 A unit member on paid leave from the District will be allowed to continue her/his existing level of medical, dental, vision and life insurance coverage as in Section 9.1 of this Article at the pro rata premium rates provided in this Article.

9.2.2 A unit member on unpaid leave from the District will be allowed to continue her/his existing level of medical, dental, vision and life insurance coverage as in Section 9.1 of this Article at the employee's expense. The premiums will be paid annually in advance or by monthly post-dated checks filed with the District.

9.2.3 If an employee's employment is terminated following the last working day of the regular school year, but before the first working day of the next school year, the employee will be entitled to have her/his existing level of medical, dental and vision coverage continue through the month of August. If the employee's employment is terminated at any other time, her/his existing level of medical, dental and vision coverage may be continued through the month of August at the employee's expense. The premiums will be paid annually in advance or by monthly post-dated checks filed with the District.

## 9.3 Medical Coverage for Long Term Illness

Unit members who are absent on account of illness and who have exhausted their accumulated sick leave shall receive the same medical insurance protection they received prior to the onset of illness, for a period not to exceed twelve (12) months from the date of exhaustion of the accumulated sick leave, or until the unit member qualifies for State Disability, whichever comes first.

## 9.4 Coverage for Retirees Between 50 and 55

Revised  
August  
2009

Any certificated employee who has served in the District as an employee for a minimum

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<sup>1</sup>(As an example, if the actual contribution rate were \$700.00, a part-time employee teaching one (1) period would be entitled to payment as follows: \$103.80 (based upon 20% of the District's maximum contribution of \$519.00) plus \$18.10 (based upon 20% of the District's 50% contribution for the amount in excess of \$519.00).

of five (5) years, if hired before October 1, 2009, or ten (10) years if hired after that date, and who retires between the ages of 50 and 55, may continue to receive the existing medical, dental and/or vision insurance by paying the premiums to the District until he or she reaches the age of 55. At this time, the Chico Unified School District will pay the premiums for the medical insurance as per 9.5.

## 9.5 Coverage for Retirees Age 55 until Age 65

Revised  
August  
2009

- 9.5.1 To be eligible for retiree medical benefits, the retiree must:
- 9.5.1.A Have served in the District as an employee for a minimum of five (5) years. Unit members whose initial hire date is after October 1, 2009, must have served in the District a minimum of ten (10) years.
  - 9.5.1.B Be at least 55 years of age at the time of retirement;
  - 9.5.1.C Be actively serving as an employee or be on approved leave during the year prior to retirement;
  - 9.5.1.D Be currently enrolled in the CUSD medical plan in order to apply for extended medical coverage prior to the end of employment;
  - 9.5.1.E Qualify and be in the process of receiving retirement benefits under the State Teachers Retirement System (STRS) and/or the Public Employees Retirement System (PERS) for the year that she/he retires;
  - 9.5.1.F Be under 65 years of age in order to receive District-paid medical benefits. Exception to District payment shall be in cases of those retirees and eligible dependent(s) who have comparable medical insurance coverage or who qualify for Medicare. The intent of this benefit is to provide coverage until Medicare or some similar plan provides for it.

District-paid medical benefits for part-time employees who elect to continue medical insurance coverage upon retirement shall be paid on a basis equal to the proportional amount paid for the medical insurance during the last year of employment in the District. However, if the employee had served a minimum of five (5) years (ten years if hired after October 1, 2009) as a full-time employee prior to becoming a part-time employee, the insurance premium shall be paid by the District in accordance with 9.1.3.

## 9.6 Optional Coverage for Retirees Over 55

Revised  
May 2005

Any certificated employee who has served in the District as an employee for a minimum of five years and who retires between the ages of 55 and 65 may continue to receive dental and/or vision insurance in effect by paying the premiums to the District.

## 9.7 Coverage for Retirees Over 65

Revised  
May 2005

- 9.7.1 Retired unit members over the age of 65 who have eligible dependents under 65 shall be entitled to medical and dental insurance protection in accordance with the plans in effect from time to time during this agreement. The premiums for said plans shall be fully paid by the retired unit member annually in advance or by twelve monthly post-dated checks furnished annually in advance to the District.
- 9.7.2 Unit members retiring effective June 30, 1988, during the 1988-89 school year and subsequent years who do not have Medicare coverage may participate in the following program: When a retiree reaches 65 years of age, the District shall contribute a maximum of \$200.00 per month on a dollar for dollar match for Medicare Plans A and B or successor Medicare plans. The District's maximum contribution shall be \$2400 per year.

## 9.8 Medical, Dental, and Vision Coverages Under Early Retirement Incentive Plan

Revised  
May 2002

The parties agree that this agreement herein supplants District Policy 4740, but leaves in effect District policy 4475.

## 9.9 Yearly Printout

The District shall provide each unit member an updated printout of all payroll deductions and the number of days of accumulated sick leave annually. The date of the printout need not be the same for each unit member.