

TENTATIVE AGREEMENT
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 374

ARTICLE 11 - HEALTH AND WELFARE BENEFITS

11.1 The District will maintain the health benefit program for bargaining unit members; less than four hour employees shall not be entitled to health benefits. Four to eight hour employees hired prior to July 1 1988 shall be considered full-time (8-hours) for the purpose of health and welfare benefits. The district will make an annual maximum contribution for health and welfare benefits under Article 11.3 and apply the following percentages up to that maximum contribution:

- 7.0 – 8.0 hour employees are considered 100%
- 6.0 – 6.9 hour employees are considered 75%
- 5.0 – 5.9 hour employees are considered 62%
- 4.0 – 4.9 hour employees are considered 50%

Coverage of new employees will begin the first day of employment.

For permanent Bargaining Unit Members who voluntarily separate, benefits will be terminated at the end of the calendar month in which separation occurs. For disciplinary terminations, benefits will end at midnight of the final day of employment. For mandatory terminations (Layoffs), benefits will be terminated 30 days after the date of separation. (COBRA/Labor Laws will be followed).

11.2 Bargaining unit members hired prior to December 31, 2010, and who have received benefits under article 11.1 for the ten (10) consecutive years immediately preceding their retirement, and who retire at 55 years of age or greater, may continue their benefit plan for themselves and, if the District's insurance provider permits, for their spouse until the retiree reaches age 65 or is eligible for Medicare or is deceased, whichever occurs sooner. The maximum District contribution to the retiree's coverage shall be based on the negotiated cap in Article 11.3. The District will not contribute any amount towards a retiree's spouse's coverage. Bargaining unit members hired after January 1, 2011, and who have received benefits under article 11.1 for the fifteen (15) consecutive years immediately preceding their retirement, and who retire at 55 years of age or greater, may continue their benefit plan for themselves and, if the District's insurance provider permits, for their spouse until the retiree reaches age 65 or is eligible for Medicare or is deceased, whichever occurs sooner. The maximum District contribution to the retiree's coverage shall be based on the negotiated cap in Article 11.3. The District will not contribute any amount towards a retiree's spouse's coverage. The District must be notified of Medicare eligibility prior to the age sixty-five (65). Retirees who do not notify the District will be responsible for the Health Benefit premium repayment. The district's contribution to the cost of the benefit premiums shall be determined as follows:

11.2.1 For the ten-year period, calculations will be made by "calendar years of service".

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Multiply years of service by hours per day for each year to determine the number of eligible units. Divide the result by ten (10) to determine the average number of hours per day. Divide the average number of hours per day by eight (8) to determine the district's pro rata contribution to the cost of benefit premiums. Individual calculation will be performed for each eligible retiring employee.

11.2.2 For the fifteen (15) year period, calculations will be made by "calendar years of service". Multiply years of service by hours per day for each year to determine the number of eligible units. Divide the result by fifteen (15) to determine the average number of hours per day. Divide the average number of hours per day by eight (8) to determine the district's pro rata contribution to the cost of benefit premiums. Individual calculation will be performed for each eligible retiring employee.

	Years of Service	Hours per Day	Average Hrs/8 Hrs = Pro rata
	15	4	50.0%
	15	6	75%
Total	15	7 or 8	100%

- 11.3 The district will provide Health and Welfare Benefits to full-time employees as described in California Value Trust PPO Benefits, the current SCSEBA Delta DPO Plan, the current VSP Vision Plan, and the current life insurance plan.
- 11.4 The district targeted maximum contribution to health and welfare benefit premium is ~~\$16,800~~ per classified bargaining unit member **will be \$17,300 for the 2018-2019 school year and \$17,800 for the 2019-2020 school year. This action satisfies the COLA requirements in Article 11.5 for the 2018-2019 and 2019-2020 school years.** The parties agree to equal payroll deductions, for employees participating in the benefits, if the cap is ever reached. Premium costs (composite rate in excess of this amount will be shared 50-50 between the district and the employee by a pre-tax payroll deduction (IRC 125). ~~For the 2017-18 school year, the District agrees to not enforce the maximum contribution to the H&W cap.~~
- 11.5 The targeted maximum contribution of the previous year shall be changed each year by the funded COLA percentage. The net effect is the new targeted maximum contribution to health and welfare benefit. The COLA increase is cumulative.
- 11.6 Examination and/or test for tuberculosis must be taken in accordance with District Board Policy/Administrative Regulation 4112.4 and as required by law. The cost of the examination and/or test and/or X-Ray shall be paid by the District.

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11.7 CSEA or the District may re-open negotiations on health and welfare benefits if any other district bargaining unit obtains a lower out-of-pocket cost and/or higher annual maximum contribution for health and welfare benefits as the ones set forth in sections above. Nothing in the section precludes CSEA or the District from re-opening negotiations if other options in obtaining affordable health and welfare benefits become available.

Tentatively agreed to pending ratification by the California School Employees Association and the District Board of Trustees.



Marc Lacey
Assistant Superintendent
Administrative Services

12/12/18

Date Signed



Roberta McElfresh
President, Silver Valley Chapter 374
California School Employees Association

12/12/18

Date Signed

Michelle Lewis
Labor Relations Representative
California School Employees Association

Date Signed