

Article 23A
**PAID BENEFITS FOR RETIRED EMPLOYEES
HIRED AFTER JULY 1, 1997**

- 23A.1 This article covers qualified faculty employees hired after July 1, 1997.
- 23A.2 Under this article qualified faculty employees shall receive a health benefits bridge program to cover the period of time between retirement and eligibility for Medicare coverage. So long as the eligible Medicare recipient has fulfilled the requirements of this article, the bridge shall remain in effect during the period of any delay in initial receipt of Medicare benefits which is not the fault of the recipient.
- 23A.3 Under this program the District shall contribute monthly towards the payment of the retired faculty employee's health benefits as defined herein.
- 23A.3.1 During each month of eligibility under the program, the monthly contribution shall be one twelfth of the annual sum of 2.8 percent of the highest cell (the highest step and column) of the full-time salary schedule then in effect (Appendix A) based on a 10-month annual contract,¹ unless a lower percentage is allowed under 23A.3.4.
- 23A.3.2 The District shall also contribute monthly after retirement for any eligible spouse, surviving spouse, or bonafide domestic partner as defined in the *Agreement* an additional 2.8 percent of the highest cell (the highest step and column) of the same salary schedule using the same formula as in 23A.3.1. The monetary equivalent of the applicable percentage(s) shall be applied to payments for these benefits of the covered retired employee, spouse, surviving spouse or domestic partner.
- 23A.3.3 Should the actual cost of the benefits selected cost more than the above District contribution, the covered individual(s) shall pay the difference to the District each month.
- 23A.3.4 Should the actual cost of the benefits selected by a covered individual amount to less than the allowed percentage of 2.8, then the actual percentage shall be that which reflects the actual cost of the selected benefits.
- 23A.4 Each retired faculty employee who qualifies under the terms of this article, and his or her eligible spouse or bonafide domestic partner as defined in this agreement, shall be eligible for District health and hospital benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this article and described in Article 22.
- 23A.5 A qualified employee under this article is one:
- 23A.5.1 Who will be age 55 or older before the beginning of the next academic year, who has retired from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District at least half-time as a contract or regular faculty employee for fifteen (15) or more years immediately preceding his or her retirement; or

¹ The salary schedule excludes professional achievement awards.

23A.5.2 Who has resigned from the District and is receiving a disability allowance from STRS or PERS and who has rendered service to the District at least half-time as a contract or regular faculty for fifteen (15) or more years immediately preceding his or her resignation; and

23A.5.2 Who has provided evidence that he/she has Medicare coverage.

No absence from the service of the District under a leave of absence and no period of reduced service under Article 18 shall be deemed as a break in the continuity of service required by this section. Time spent on any professional development leave under Article 17 shall be deemed to be full-time service for the purpose of this section.

23A.6 A qualified spouse or bonafide domestic partner is one:

23A.6.1 Who is at the time the qualified employee retired under this article and thereafter the spouse or bonafide domestic partner of the employee; or

23A.6.2 Who was the spouse or bonafide domestic partner of the qualified employee on the date of the employee's retirement and is at the time of death of the retiree and thereafter, the surviving unmarried spouse or bonafide domestic partner of the retiree; or

23A.6.3 Who was the spouse or bonafide domestic partner of an employee who at the time of his or her death, was at least 55 years of age and rendered sufficient service as defined in this article to qualify for paid benefits upon retirement, and is an unremarried surviving spouse or qualified domestic partner while receiving benefits.

23A.7 The benefits provided to eligible employees and spouses and bonafide domestic partners under this article shall cease when the employee, unmarried surviving spouse or bonafide domestic partner, as the case may be, qualifies for and begins receiving Medicare coverage consistent with 23A.2.

23A.8 If faculty employees are given any options regarding health benefit plans (for example, Kaiser Foundation Health Plan, the District's Self-Insured Network-Only Medical Plan (PPO) and the District Self-Insured Combined Coverage Medical Plan (PPO+)) during the bridge period, the covered employee (and/or spouse or domestic partner permitted under this policy), shall receive benefits in accordance with the plan or plans under which the retired faculty employee was receiving benefits at the time of retirement, and he or she shall not be allowed to change after retirement except during open enrollment periods. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 23A.11.

23A.9 If a spouse or bonafide domestic partner of a retired faculty employee receives benefits under any other health benefits plan as a primary insured, the benefits provided under the other plan shall be primary and those benefits shall not be provided under this article.

23A.10 To obtain the benefits provided under this article, every faculty employee and eligible surviving unremarried spouse or domestic partner shall file an application for the benefits with the Office of Human Resources and shall complete all necessary enrollment forms before the last date of his or her employment with the District. The spouse or domestic partner will sign a statement verifying that he/she does not have medical benefits insurance in his/her own right as a primary insured. The employee is required to provide information to Medicare to verify Medicare eligibility and to update that information as appropriate.

- 23A.11 The benefits provided under this article shall remain subject to alteration or termination by any future agreement negotiated between the Board and the exclusive representative for faculty employees.
- 23A.12 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.