

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.

**Eligibility**

23A.2 A qualified employee under this article is one:

23A.2.1 Who will be age 55 or older before the beginning of the next academic year, who has retired from (i.e. is an annuitant of) the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement (i.e. annuity) 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 15 or more years immediately preceding his or her retirement; or

23A.2.2 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 15 or more years immediately preceding his or her resignation; and

23A.2.3 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.3 A qualified spouse or bonafide domestic partner is one:

23A.3.1 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.3.2 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.3.3 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.4 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.5.

## Health Benefits Bridge Program

- 23A.5 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.6 Under this program the District shall contribute monthly towards the payment of the retired faculty employee's health benefits as defined herein.
- 23A.6.1 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 ten-month annual contract,<sup>1</sup> unless a lower percentage is allowed under 23A.6.4.
- 23A.6.2 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.6.1.
- 23A.6.3 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.6.4 For the duration of the District's health benefit coverage received through the CalPERS Health Program, the retiree shall have access to health and hospital benefits and prescription drug benefits through the CalPERS Health Program on an individual subscriber basis (see Section 23A.10.3).
- 23A.6.4.1 It shall be the sole responsibility of the retired faculty employee to enroll in and satisfy the requirements of the CalPERS Health Program; however the District shall reimburse the retired faculty employee and his or her eligible spouse/domestic partner for the amount specified in Section 23A.6.1 and Section 23A.6.2 upon evidence of continued enrollment submitted to the District Office of Human Resources. The District shall deposit its contribution, as specified in Section 23A.3.1 and 23A.3.2, to the retiree's authorized bank account through electronic fund transfer (EFT) on or about the first of the month.

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<sup>1</sup> The salary schedule excludes professional achievement awards.

23A.6.4.2 Waiver of Coverage. Retirees may elect to waive coverage under the procedures set forth by CalPERS and the conditions set forth in Article 22.7.

23A.6.5 A retired faculty employee who enrolls in a CalPERS health, hospital and prescription drug benefit plan shall also be concurrently enrolled in the District's dental and vision plan.

23A.6.5.1 The "opt out" provision of Article 22.3.5 regarding dental and vision coverage does not currently apply to retirees. Therefore, a retired faculty employee who waives CalPERS health, hospital and prescription drug benefit thereby also waives vision and dental benefits.

23A.7 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.

### **Health Benefit Plan Options and Limitations**

23A.8 If faculty employees are given any options regarding health benefit plans (for example, the array of plans offered under CalPERS) 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.

### **Regulations Imposed by CalPERS**

23A.10 For the duration of the District's health benefit coverage received through the CalPERS Health Program, the following regulations shall apply:

23A.10.1 For all retirements effective on or after July 1, 2012, in order to allow a surviving spouse/domestic partner to participate in District health benefits, the spouse/domestic partner shall be an annuitant; i.e., a retiree must elect a retirement option that provides a monthly retirement benefit for the surviving spouse/domestic partner (see Section 23A.3).

23A.10.2 For all retirements effective on or after July 1, 2012, in accord with CalPERS regulations, an employee shall retire under the appropriate retirement system (STRS or PERS) within 120 days of separation from employment. However, for faculty employees this regulation is superseded by the eligibility terms of Section 23A.2.1, in order to qualify for benefits under this Article.

### **STRS/PERS Warrant Deductions**

23A.10.3 The retiree shall have access to the CalPERS Health Program as an individual subscribing member. CalPERS monthly premiums will be recovered through deduction from the STRS or PERS retirement warrant (monthly pension check). Warrant deductions will occur in the pension check covering the month of health benefit coverage. For example, the monthly contribution for January health benefit coverage is deducted from the January warrant.

23A.10.4 CalPERS Health will deduct from the retiree's warrant the monthly CalPERS premium for the plan and tier selected.

23A.10.4.1 In the event the CalPERS monthly premium exceeds the retirement warrant, CalPERS will bill the retiree, and the retiree shall have the responsibility for paying CalPERS directly for the uncovered amount.

### **Application Procedure**

23A.11 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 District 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.

### **Negotiated Changes**

23A.12 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.

### **Re-opener**

23A.13 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.