

SEIU Proposal – 4/7/2022
District Counter – 10/20/2022
SEIU Counter – 10/28/2022
District Counter – 2/24/2023

Unit F - ARTICLE XV

HEALTH AND WELFARE

1.0 General: The District's contribution obligation for medical health care benefits for qualified employees shall be defined as, and limited to, the dollar amount which is to be established as follows: 100% of the monthly premium cost for the employee and any qualifying dependents in the plans identified in section 4.0 below.

~~2.0 — Coverage: Coverage shall be limited to eligible employees (see Section 4.0) who elect to enroll (see Section 5.0). Coverage shall be for eligible employee only. For employees who work 800 hours or more in a year in any one assignment in the previous school year, a contribution for medical benefits will be provided which will be 100% of the annual premium cost for an employee only Kaiser Plan or different plan with benefits comparable thereto; and a dental and vision plan.~~

~~2.1 — Employees who elect dependent coverage shall be responsible for 100% of the premium cost of the dependent coverage through payroll deductions. Dependents may be enrolled subject to the terms and conditions of the plan.~~

2.0 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans identified in Section 4.0 at any time provided the eligible employee submits a "Request for Change of Dependent Status" form and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by Benefits Administration before the end of the 30-day period.

Eligible dependents and documentary proof of status required are as follows:

a. Documentary Proof of Status Required for Dependents

Dependents

Documents Required (copy)

Legal Spouse

State- or County-issued Marriage Certificate

Domestic Partner

Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0)

At least two of the documents listed in Section 2.1a.(9) below

Child, to age 26*	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 26*	Birth Certificate and income tax return showing student status
Adopted Child, to age 26*	Adoption papers
Child who is a Legal Ward, to age 26*	Court Order establishing legal guardianship

*All references to age 26 in this Article are intended to comply with the Patient Protection and Affordable Care Act dated March 23, 2010.

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

ab. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

- (1) have shared a regular and permanent residence for the past twelve (12) months immediately preceding the application for coverage with the LAUSD;
- (2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;
- (3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);
- (4) are not currently married to another person;
- (5) have not signed a declaration of a domestic partnership with another individual in the previous twelve (12) month period;
- (6) are at least eighteen (18) years of age;
- (7) are not blood relatives any closer than would prohibit legal marriage

in the state of residence;

- (8) are mentally competent to consent to a contract;
- (9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits;

h. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age twenty-six (26)* may continue to be covered beyond age twenty-six (26)*.

2.21 This proposal will continue the current practice which does not include eligibility for lifetime benefits for Unit F employees.

3.0 Plan Revisions Through the District-wide Health and Welfare Committee: A District-wide Health and Welfare Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative, each union shall have one (1) vote. Any recommended changes to the existing kinds and levels of benefits shall require a two-thirds (2/3) vote of the unions present and voting.

c. Authority -- Subject to the terms of subsection h. below, the Committee shall have the sole and exclusive right, and duty, to design the Health and Welfare programs of the District, within the cost parameters of the District budget established for that purpose and in effect at the time. That budget figure is the product of the negotiations process.

d. The Committee may investigate the creation during the term of this agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The Committee shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon

Committee approval.

e. The Committee shall investigate the feasibility of providing benefits to unbenefitted part-time employees.

f. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 4.0 below).

g. Effective no later than January 1 of any plan year, Local 99 shall have the option of informing (in writing) the District and the other unions participating in the Health and Welfare Committee of its intent to remove an amount equivalent to the District's annual expenditure cost for Unit F health benefit expenditures (excluding the cost of funding an EAP plan for unbenefitted employees) (the "expenditure amount") and assume the responsibility of providing a benefit program for its Unit F members, or having the District design and administer a health benefit program for its Unit F members. However, any removal of said expenditure amount shall be subject to the precondition of nine months' written notice to the District regarding Local 99's intent to do so. Further, its removal shall only be effective on a January 1 plan anniversary date.

h. Local 99 shall appoint a representative to monitor the District's participation in the Public Agency Retirement System (PARS). Local 99 shall have the right to attend all meetings of the PARS board (except as otherwise limited by the PARS board) and shall be entitled to all correspondence to the District concerning the status of District investments with PARS. It is understood that Local 99 shall not represent the District at meetings of the PARS board. Local 99 shall report regularly to the LAUSD Health Benefits Committee regarding the status of the LAUSD PARS investments.

~~4.0 — Eligibility for Plans: In order to become eligible and remain eligible, an employee must be regularly assigned and/or regularly working 800 hours or more, in any one year, in one classification.~~

4.0 Eligibility for Plans: Effective July 1, 2023, all Unit F employees who are assigned to work a regular schedule of 4 or more hours per day and/or 80 or more hours per month in any one classification shall be eligible to enroll in:

- Kaiser Permanente HMO Plan
- Western Dental DHMO Plan
- VSP Vision Plan

on the first day of the month following hire into the qualifying assignment. The District shall pay 100% of the monthly premium cost for the employee and any qualifying dependents who are enrolled. Should one or more of the plans above become unavailable, the employee shall be eligible for enrollment in an alternate plan(s) selected by the

District. For employees attaining eligibility under this paragraph, the enrollment year shall be January through December.

a. If a Unit F Employee who qualifies for health and welfare benefits as indicated in (a) above, agrees to waive all coverage from the District and has other minimum essential coverage in accordance with the Affordable Care Act, the District shall pay \$1500 to the employee for each coverage year waived.

b. In order to remain eligible, the employee must be in paid status within the assignment basis each month.

5.0 Enrollment: An unenrolled employee eligible for enrollment may submit an application for initial enrollment at any time. The District shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and payroll deductions schedules, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application.

5.1 It is the responsibility of the employee to notify Benefits Administration immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD form Request for Change of Dependent Status". The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

6.0 Continuance of Enrollment (Health Benefits): ~~If an employee is on an approved unpaid leave and therefore not eligible for District contribution, the employee may arrange for continuance of enrollment for a period not to exceed one (1) year by making a proper payment to the plan. Payment shall be made by check or money order in the gross premium amount, payable to LAUSD and sent to the District's Benefits Administration Branch. Payments may be made by installments on the due dates and in the amounts required by the plan.~~ With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below)

6.1 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in the plan until returning to active service in an eligible assignment.

7.0 Termination of Enrollment: The enrollment of an employee and/or dependent(s) shall terminate:

a. For failure of the employee to make direct payment as provided under Section 6.0, in which case coverage shall terminate at the close of the month for which the last premium was paid. In such case, after at least twelve (12) months has elapsed, the employee may re-enroll during the next open enrollment period;

b. At the request of an employee, in which case coverage shall terminate at the close of the accounting cycle in which the request was received. In such case, after at least twelve (12) months has elapsed, the employee may re-enroll during the next open enrollment period;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective;

d. In the event of the employee's and/or dependent's loss of eligibility.

7.1 With respect to the above time restrictions on re-enrollment, the District (when bidding the coverage) will consider less restrictive options if there is no significant impact upon the cost of the insurance plan.

~~8.0~~ Miscellaneous Provisions:

~~8.1 If any medical plan premium for coverage is refunded by the plan, the refund shall be distributed between the District and employee based upon their proportionate share of contributions.~~

~~8.2 All disputes with respect to the carrier's administration of the programs are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article IV of this Agreement.~~

98.0 State Disability Insurance: All unit employees shall be enrolled in the Disability Insurance Program for public school employees administered by the Employment Development Department of the State of California. All premium costs of this Program shall be borne by the employees through individual payroll deductions.

98.1 The Disability Insurance Program is administered by the Employment Development Department of the State of California and all decisions and rules with respect to eligibility, premium costs, qualifications for benefits, level of benefits, and the administration of the Program are the responsibility of the Employment Development Department. Accordingly, all such matters, as well as any other questions or issues relating to Disability Insurance or the Employment Development Department, are excluded from the grievance and arbitration provisions of Article IV (Grievance Procedure).

98.2 In order to implement the Disability Insurance Program specified in Sections 9.0 and 9.1 above, the District, at its sole discretion, may enter into and unilaterally may amend, alter, or modify any contract or contracts with the Employment Development Department for Disability Insurance coverage.

~~109.0~~ COBRA: Pursuant to the Consolidated Omnibus Budget

Reconciliation Act (COBRA) and comparable state law, eligible employees or dependents may have continuation of medical coverage at their own expense in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee from his or her spouse, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.

~~109.1~~ The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 100 percent of the total premium paid by the District plus the amount allowed by law for employees and/or dependents in a comparable status. The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

~~109.2~~ It shall be the responsibility of the employee or the dependent to notify Benefits Administration of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

~~109.3~~ COBRA shall be administered pursuant to federal law, and that all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article IV (Grievance Procedure).

~~11.0 — Employee Assistance Program:~~

~~a. — General: An Employee Assistance Program (EAP) shall be established for employees and dependents. The objectives of the program shall be to provide confidential, professional counseling and referral services for a wide range of employee concerns including but not limited to: personal, marital and family problems; psychological and emotional problems; alcohol and substance abuse and dependency; or problems arising out of financial or legal matters.~~

~~The program shall be designed to provide employees with the information, resources and opportunities to resolve personal, family and work problems before job performance is affected and to assist employees in correcting problems contributing to substandard performance. The program is not intended to supplant other forms of assistance or medical referrals currently permitted under this Agreement, Board Rules or the law.~~

~~b. — Confidentiality: The program is to be based upon strictest~~

~~confidentiality and privacy, so that appropriate assistance can be offered by the District and/or sought by employees without adverse effect upon the employment relationship. EAP personnel shall not divulge to the District information relating to the decision of any individual employee to seek or decline EAP assistance, referrals or follow-up treatment. Neither the employee nor the District may refer to the following matters in any evaluation or disciplinary action, or appeal:~~

~~(1) — The decision of employees to utilize EAP services, or not to do so or actual participation in the EAP.~~

~~(1) — The recommendation by anyone, including administration, that an employee should utilize EAP services, or the failure to make such a recommendation.~~

~~The existence of the EAP shall stand as conclusive evidence that the District has offered appropriate assistance for any personal problems which may have a bearing upon job performance of employees eligible for EAP and which fall under the purview of EAP.~~

~~c. — Employee Accountability: Employees remain personally accountable for their job performance. The existence and/or utilization of the EAP and other services shall not serve as an excuse for inadequate job performance or as a defense in any evaluation or disciplinary action.~~