

ARTICLE 16
RETIREMENT

16.3 Bridge Program

Qualified supervisors employed after July 1, 1997 are eligible for 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 section, 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.

16.3.1 A qualified supervisor under this program is one:

16.3.1.1 who is age 55 or older, who has retired from service 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); who has rendered service to the District as a probationary or permanent employee with a normal work week of at least twenty (20) hours for fifteen (15) or more years immediately preceding his/her retirement. No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section, nor shall any absence from service for 39 months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence without pay or in layoff status shall not count towards the service requirement prescribed by this section; and

16.3.1.2 who has provided evidence that he/she has Medicare coverage?

16.3.2 A qualified spouse or bona fide domestic partner is one:

16.3.2.1 who is at the time the qualified supervisor retired under this program the spouse or bona fide domestic partner of the employee; or

16.3.2.2 who was the spouse or bona fide 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 bona fide domestic partner of the retiree; or

16.3.2.3 who was the spouse or bona fide 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.

16.3.3 Each retired supervisor who qualifies under the terms of this Article and his or

her eligible spouse or bona fide domestic partner as defined shall be eligible for District health and hospital benefits, prescription drug benefits, vision care benefits and dental care benefits as provided in Article 15.

To be able to provide supervisors a bridge program that is comparable to that offered to other employees, the District's contribution shall be based on the Supervisors salary schedule. After retirement, under this program the District shall contribute monthly towards the payment of the retiree's benefits as defined herein:

- 16.3.3.1 During each month of eligibility under the program the monthly contribution shall be one twelfth of the annual sum of 2.8% of Range 70, Step 6 of the Supervisors salary schedule, unless a lower percentage is allowed under ~~5.4~~ 16.3.5.4 below.
- 16.3.3.2 If the supervisor has a spouse or has a qualified domestic partner as of the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the District will contribute up to 5.6% of Range 70, Step 6 of the supervisor salary schedule for the premiums for the retiree and the spouse/domestic partner. The monetary equivalent of the applicable percentage shall be applied to payments for these benefits of the covered retired employee, spouse, surviving spouse or domestic partner.
- 16.3.3.3 Should the actual cost of the benefits selected cost more than the above, the covered individual(s) shall pay the difference to the District each month.
- 16.3.3.4 Should the actual cost of the benefits selected by a covered individual amount to less than the allowed percentage then the actual percentage shall be that which reflects the actual cost of the selected benefits.
- 16.3.4 The benefits provided to eligible supervisors and spouses and bona fide domestic partners under this program shall cease when the employee, unmarried surviving spouse or bona fide domestic partner as the case may be qualifies for and begins receiving Medicare coverage consistent with ~~6.1~~ 16.3.1 above.
- 16.3.5 If supervisors are given any options regarding health benefit plans (for example, the choice between Kaiser and the District's self-insured plan) during the bridge period, the covered employee (and/or qualified spouse or domestic partner) shall receive benefits in accordance with the plan or plans under which the retired supervisor 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.
- 16.3.6 If a spouse or bona fide domestic partner of a retired supervisor receives benefits under any other health benefits plan as a primary insured, the benefits provided under the other plan shall be primary for that spouse or bona fide domestic partner and those benefits shall not be provided under this program.

16.3.7 To obtain the benefits provided under this Article, every supervisor 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.

16.3.9 The benefits provided under this program are subject to change or termination by mutual agreement between the supervisor group and the Board.

16.4 The benefits provided under the Article shall remain subject to modification, revision, or termination by any future agreement negotiated between the Board and the exclusive representative for the Teamsters.