

**BARGAINING PROPOSAL
FROM THE
EMPLOYEE UNIONS OF THE LAUSD HBC
FOR A 2018-2023 HEALTHCARE AGREEMENT
WITH THE
LOS ANGELES UNIFIED SCHOOL DISTRICT
September 20, 2017**

I. PURPOSE

The terms and conditions of this 2018-2023 Healthcare Agreement (“Agreement”) constitute the successor agreement to the 2015-2017 Healthcare Agreement. This Agreement is intended to accomplish the following:

1. Establish and maintain stability in the delivery, annual cost, and level of District contributions to employee and retiree healthcare.
2. Provide for an annual increase to the District’s contribution.
3. Calculate the annual increase in the District’s contribution, taking into account increases or decreases in the number of active and retired pre-Medicare eligible and Medicare eligible participants on an annual basis.
4. Emphasize the critical role of the Health Benefits Committee (“HBC”) to contain costs within the annual “budget” for healthcare (plus reserve funds) through plan design.

II. ROLE AND OPERATIONS OF THE HEALTH BENEFITS COMMITTEE (“HBC”)

1. Consultant: A consultant shall be mutually selected by the HBC and the District, and will remain in a contractual relationship with the District. If the parties cannot reach mutual agreement, the contract for the consultant shall be recommended by the HBC, subject to District contract approval processes and final approval by the Board of Education. Such approval shall not be withheld except for good and sufficient cause.
2. HBC Responsibility for Plan Design: The HBC shall be responsible for proposing all plan design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition, termination of health plans/providers for all active and retired employees. Any such changes shall only be implemented upon action by the HBC and in accordance with the provisions of this Agreement.
3. Board Approval of Contracts: All vendor contracts shall be negotiated by the HBC and/or its designated representative(s), in accordance with District procurement rules and related policies. Such contracts shall be subject to Board of Education approval, which shall not be withheld except for good and sufficient cause.
4. Calculations of Defined District Total Annual Contribution: For purposes of adjusting the District’s increased contribution for any given calendar year to account for increases or decreases in covered participants (excluding AB528, COBRA and Charter School Participants, but including opt-out participants) as set forth below, the District’s aggregate estimated contributions set forth below have been converted to a “per participant” contribution geared to the percentage change in the aggregate estimated contribution as compared to the prior year, and relating to the number of covered participants who are active employee enrollees, enrolled pre-Medicare-eligible retirees, and enrolled Medicare-eligible retirees as of November of the preceding calendar year based upon the BTS (Business Tools for Schools) census. The total net cost shall be

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calculated based on the actual per capita cost of active employees plus the actual cost of retirees compared to the previous year's cost per capita, multiplied by the actual enrollment of active and retired participants. Increases or decreases in active or retiree enrollment shall not be the risk of either party, only the increase in per capita costs.

5. Components of District Contribution: The District's annual "total contribution" or "total aggregate contribution" amounts as set forth throughout this Agreement represent the complete and total amount of such contribution from all sources. Therefore, while sources such as interest earned on the health fund, Medicare D reimbursements, or any other rebates or refunds, may be utilized by the District to contribute to its total contribution amounts, they shall not be utilized to increase such contribution obligations beyond the amounts set forth herein.
6. Administrative Costs: The District's annual contribution shall include, as an expense to be covered by the health fund, costs associated with administration of the health fund. By May 15 of each plan year covered by this Agreement, the District shall provide the HBC with an itemized report on the administrative costs incurred in the previous plan year. Legal costs for outside counsel in defense of claims against the District arising out of decisions or actions by the HBC and/or the District arising under this Agreement shall be treated as administrative costs, and the District and HBC shall cooperatively consult regarding selection of such counsel, defense strategies to be employed, scope of work, and estimated costs.
7. Unspent Reserve Funds: Any unspent funds in the health fund (after all of the prior year's costs have been covered) shall remain as an ending balance in the fund and carried over as a beginning balance to the next calendar year. Such Plan funds are referred to herein as the "reserve fund," the "reserve account," the "carryover balance(s)," or the "beginning balance(s)." Such a balance shall only be used to offset increases in benefits costs if the required District contribution for a subsequent plan year is insufficient to cover the aggregate cost increase for that Plan year.
8. Cooperation between HBC and the District: It is agreed that the arrangements and relationships between the HBC and the District are to be approached on a mutually cooperative and professional basis, with full reciprocal disclosure of Plan-related data and practices.

III. PROCEDURES REGARDING POTENTIAL SHORTFALL IN HEALTH FUND

1. Quarterly Report: The Plan Consultant/District shall report to the HBC and all participating unions/associations on a quarterly basis regarding the status of the Health Fund. Such reports shall indicate whether the full accrued or incurred expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues and carryover "reserve fund" balances. This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditures.
2. Required Plan Design Changes: If any two consecutive reports project a shortfall, the HBC shall immediately consider plan design changes pursuant to this Agreement to negate the projected shortfall within the applicable calendar year. If the HBC fails or refuses to take action to negate the projected shortfall, or if the District asserts that the proposed HBC action is insufficient to negate the projected shortfall, the dispute resolution procedures of this Agreement shall apply.

IV. CONTRIBUTIONS TO THE HEALTH FUND 2018-2023 PLAN YEARS

1. Base Contributions: The per-participant base contribution amounts for 2017 were \$14,012.99 per active enrollee, \$20,449.46 per retired pre-Medicare-eligible enrollee, and \$7,111.07 per retired Medicare-eligible enrollee. The District's 2017 total estimated aggregate annual contribution obligation was \$___ billion.

2. 2018 Contributions: The District's estimated aggregate contribution amount for 2018 shall be \$__ billion, which is an increase of \$__ million (4.57%) over the total contribution for 2017. The actual 2018 total aggregate contribution from the District shall be determined by actual November 2017 enrollments. Applying the 4.57% percentage increase to the per-participant contribution results in District contributions for 2018 of \$14,653.38 per active enrollee, \$21,384 per retired pre-Medicare-eligible enrollee, and \$7,436.05 per retired Medicare-eligible enrollee. The District's 2018 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2018 enrollments as described above.
3. 2019 Contributions: The District's estimated aggregate contribution amount for 2019 shall be \$__ billion, which is an increase of \$__ million (7.9%) over the estimated total contribution for 2018. The actual 2019 total contribution shall be determined by actual November 2018 enrollments. Applying the 7.9% percent increase to the per-participant contribution results in District contributions for 2019 of \$__ per active enrollee, \$__ per retired pre-Medicare-eligible enrollee, and \$__ per retired Medicare-eligible enrollee. The District's 2019 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2019 enrollments as described above.
4. 2020 Contributions: The District's estimated aggregate contribution amount for 2020 shall be \$__ billion, which is an increase of \$__ million (8.4%) over the estimated total contribution for 2019. The actual 2020 total contribution shall be determined by actual November 2019 enrollments. Applying the 8.4% percent increase to the per-participant contribution results in District contributions for 2020 of \$__ per active enrollee, \$__ per retired pre-Medicare-eligible enrollee, and \$__ per retired Medicare-eligible enrollee. The District's 2020 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2020 enrollments as described above.
5. 2021 Contributions: The District's estimated aggregate contribution amount for 2021 shall be \$__ billion, which is an increase of \$__ million (8.2%) over the estimated total contribution for 2020. The actual 2021 total contribution shall be determined by actual November 2020 enrollments. Applying the 8.2% percent increase to the per-participant contribution results in District contributions for 2021 of \$__ per active enrollee, \$__ per retired pre-Medicare-eligible enrollee, and \$__ per retired Medicare-eligible enrollee. The District's 2021 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2021 enrollments as described above.
6. 2022 Contributions: The District's estimated aggregate contribution amount for 2022 shall be \$__ billion, which is an increase of \$__ million (9%) over the estimated total contribution for 2021. The actual 2022 total contribution shall be determined by actual November 2021 enrollments. Applying the 9% percent increase to the per-participant contribution results in District contributions for 2022 of \$__ per active enrollee, \$__ per retired pre-Medicare-eligible enrollee, and \$__ per retired Medicare-eligible enrollee. The District's 2022 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2022 enrollments as described above.
7. 2023 Contributions: The District's estimated aggregate contribution amount for 2023 shall be \$__ billion, which is an increase of \$__ million (9%) over the estimated total contribution for 2022. The actual 2022 total contribution shall be determined by actual November 2021 enrollments. Applying the 9% percent increase to the per-participant contribution results in District contributions for 2023 of \$__ per active enrollee, \$__ per retired pre-Medicare-eligible enrollee, and \$__ per retired Medicare-eligible enrollee. The District's 2023 total aggregate contribution shall be the product of such per-enrollee contribution levels multiplied by the 2023 enrollments as described above.

V. DISPUTE RESOLUTION PROCEDURES

1. The following kinds of disputes are subject to the resolution procedures set forth below:
 - a. If the HBC fails to take action, in accordance with Article III of this Agreement, to contain healthcare costs that are projected to exceed the District contribution obligations and carryover "reserve fund" balances, or there is a disagreement over whether the proposed plan changes would contain health and welfare benefit costs within the District contribution obligations and carryover "reserve fund" balances, or over whether the District has fulfilled its contribution obligations under this Agreement, see Section 2 below.
 - b. If there is a dispute as to whether the Board of Education has withheld approval of an HBC negotiated vendor contract without good and sufficient cause, see Section 3 below.
 - c. If there is a claim by the District that a proposed action is illegal, see Section 4 below.
2. The expedited arbitration process for resolving disputes as to whether proposed plan changes will contain Health and Welfare costs within District contribution obligations and carryover "reserve fund" balances or whether the District has fulfilled its contribution obligations under this Agreement are as follows:
 - a. The HBC and/or the District shall request expedited arbitration in writing. The issues in dispute shall be submitted to expedited binding arbitration before a three-person panel comprised of one union/HBC representative, one District representative, and a third neutral panel member agreed to by the first two panel members or, failing that, from a list provided by the California State Mediation and Conciliation Service.
 - b. Such arbitration shall occur within five (5) work days of written request by the HBC and/or the District.
 - c. The sole issues for arbitration shall be whether the HBC plan design recommendations contain costs within the District contribution obligation plus carryover "reserve fund" balances and/or whether the District has fulfilled its contribution obligations under this Agreement. The arbitration panel shall have no authority to increase the District's contribution as set forth in this Agreement. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
 - d. If the arbitration panel decides that the HBC plan recommendations do not contain costs within the District's defined total contribution obligation plus carryover "reserve fund" balances, the panel shall refer the issue of plan design back to the HBC. The HBC shall then have up to seven (7) working days from the date of the panel's decision to submit a new plan recommendation to the Panel and to the District. The arbitration panel shall thereafter have five (5) working days to provide a written decision as to whether the amended plan contains costs within the District's defined total contribution obligation plus carryover "reserve fund" balances.
 - e. If after exhaustion of the procedures set forth above, the HBC fails or refuses to take action to contain health and welfare costs within the District's contribution obligation plus carryover "reserve fund" balances, the parties shall proceed to bargaining within five (5) work days and the impasse resolution procedures of the Educational Employment Relations Act shall be applicable.

3. The expedited Arbitration Procedures if the HBC claims that the Board of Education has withheld approval of an HBC negotiated vendor contract without good and sufficient cause are as follows:
 - a. This procedure is available only if invoked in writing by the HBC no later than five (5) calendar days from the date the Board of Education declines to approve the HBC designated vendor.
 - b. The issue shall immediately be submitted to expedited binding arbitration, in accordance with Section 2.a. and Section 2.b. above.
 - c. The sole issue for arbitration shall be whether the District's Board has withheld such approval without good and sufficient cause. The arbitration panel shall issue a written decision no later than three (3) work days following the hearing.
 - d. If the panel decides that the Board's action was taken without good and sufficient cause, the panel shall direct the District to approve the vendor contract in dispute. If the panel decides that the Board action was taken for good and sufficient cause, it shall remit the matter to the HBC to renegotiate the vendor contract consistent with the cause found, for re-submittal to the Board for its requested approval.
4. The Procedures if the District asserts an HBC proposed action is illegal are as follows:
 - a. If the District asserts that any proposed action of the HBC would be illegal, it shall notify the HBC as soon as possible in writing, together with a brief summary of legal authorities and reasoning for this assertion.
 - b. The HBC may respond to the District in writing within five (5) work days with a brief summary of legal authorities and reasoning in support of its position that the proposed HBC action is legal. If the HBC does not submit such writing within this time frame, the HBC shall propose new action which complies with the District's legal opinion. The District shall notify the HBC within five (5) workdays of such HBC response as to whether the District has changed or maintained its opinion on the legality of the proposed HBC action. In any event, the HBC's proposed action shall comply with the District's legal opinion.

VI. WITHDRAWAL FROM HBC

No later than October 31 of any given year, each union shall have the option of informing (in writing) the HBC of its intention to remove its pro-rata share of Health Plan expenditures (based on the active and retired participants represented by each union) and to establish a separate plan for its participants to be implemented by the second January 1 upcoming (e.g., a notice given October 30, 2018 would be subject to implementation by January 1, 2020).

VII. IMPACTS OF LEGISLATION

The parties shall, upon the written request of either the District or the unions (collectively), meet and negotiate over the impact (if any) of newly adopted state legislation, national legislation, court cases, or regulations upon the Health Plans or this Agreement.

VIII. TERM OF AGREEMENT

This Agreement shall cover the Health Benefit Plan years for 2018-2023, and expire December 31, 2023.

IX. EXPIRATION OF HEALTHCARE AGREEMENT

In the absence of a subsequent agreement, the parties shall bargain for a new agreement in accordance with the Educational Employment Relations Act, and the District shall increase per-enrollee contribution levels of the most recent Plan year to an amount sufficient to pay for increased costs for the subsequent Plan year until a new agreement is reached.

Los Angeles Unified School District

Date

United Teachers Los Angeles

Date

Associated Administrators of Los Angeles

Date

California School Employees Association

Date

LA/Orange Counties Building and Construction Trades Council

Date

Los Angeles School Police Association

Date

Los Angeles School Police Management Association

Date

SEIU Local 99

Date

Teamsters Local 572

Date

Approved and adopted by the LAUSD Board of Education:

LAUSD Board of Education President

Date