

ARTICLE 17 - INSURANCE BENEFITS

Section 1. Medical Plans

The District shall contribute (not to exceed) ~~up to \$29,000 annually~~ **up to \$29,000 annually** ~~the following amounts for the medical insurance: \$717 per month for single, \$1,231 per month for 2-party, and \$1,542 per month for family.~~

These increases will be effective **retroactively to January 1, 2023** following ratification of a new Collective Bargaining Agreement by both parties and processing payroll revisions through LACOE. Any difference in the amount between the District contribution for medical insurance and the CalPERS medical insurance premium cost shall be paid by the employee through monthly payroll deductions. The medical plan chosen by the Faculty Member shall be one of those offered by CalPERS under the Public Employees Medical and Hospital Care Act unless the District and the Federation negotiate a change in the carrier for health benefit insurance.

(a) The health benefit plan applicable to eligible retirees ages 55 – 65, who have ten (10) years of service with the District, will be in accordance with Section 7 of this Article. The CalPERS system will deduct the monthly insurance premium only from the retiree's STRS or PERS retirement check and the District will reimburse the retiree for the applicable District contribution per Section 7.

(b) The Faculty Member may elect to have **their** ~~his/her~~ eligible dependents covered under the medical plan the Faculty Member selects.

~~(c) — Until December 31, 2011, a Faculty Member whose spouse is a District employee and who selects PERSCare or PERSChoice medical plans may opt to have one (1) medical plan which covers both the employee and the employee's spouse. The District shall pay the difference~~

~~between two-party and family coverage in order to equalize the paid coverage for this situation. Under this option, an employee spouse would not select his/her own coverage but would opt to be covered under the Faculty Member's Primary Coverage.~~

(d) Faculty Members may, during open enrollment period in the Fall of each year, change plan coverage effective January 1 of each such year.

(e) Insurance benefits coverage begins on the first of the month following the first day the Faculty Member is in paid status. Thus, a Faculty Member whose first day in paid status occurs on August 10 of any year will have coverage beginning on September 1 of that year. The Faculty Member's coverage continues until the first of the month following a full calendar month after the month in which the Faculty Member's last day in paid service occurs. Thus, a Faculty Member whose last day in paid status was March 10 of any year will have coverage through the month of April. Coverage for the dental plans and the vision plan begins and ends in the same manner. An eligible faculty member shall be deemed to be in "paid status" during any summer and/or winter session so long as the faculty member is scheduled to return to paid status at the end of the summer ~~and~~/or winter sessions.

(f) **Part-time faculty insurance benefits: A Part-time faculty member whose assignment equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time assignment (as defined by Ed. Code Section 87860 – 87868) is eligible to receive full medical insurance benefits equal to benefits provided to full-time faculty (for single, two-party, or family) by the District, as defined in Article 17 Section 1 of the CBA. In no event shall a part-time faculty member pay more than the actual individual premium paid by full-time faculty in the District. If a multidistrict part-time faculty member whose total assignments at two or more community college districts equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time assignment (as defined by Ed. Code Section 87861) individually purchased health insurance benefits (including one-party, two-party, or family), the multidistrict part-time faculty member shall be reimbursed for the District's proportionate share of**

their total health insurance premium by the district. The District's proportionate share shall be determined by dividing the total health insurance premium paid by the multidistrict part-time faculty member by the total number of community college districts in which the multidistrict part-time faculty member works for purposes of meeting the requirements of subdivision (b) of Section 87861, and multiplying that quotient by the percentage of health care cost paid by the District toward the total cost of the health insurance premium. If the part time faculty meets the 40% load, they are immediately eligible for the benefit.

(g) Part-time Faculty Load Considerations for Healthcare Coverage: Part-time Faculty who have previously qualified for benefits, and who subsequently fall below a forty percent (40%) assignment for a semester may remain in the benefits program up to two semesters. For the purposes of this article, a 40% assignment shall either be calculated as an average of load over the academic year.

(h) Reimbursement for multi-district employment: Upon verification of employment at two or more districts, a multidistrict part-time faculty member may purchase a healthcare plan for themselves and any optional eligible dependents. The District shall reimburse its proportionate share of the multidistrict part-time faculty member's total health insurance premium as described in Section 1(f) of this article.

(i) The Part-time faculty healthcare premium coverage periods are July through December for Fall semester and January through June for Spring semester.

(j) After the first full year and reimbursement cycle of this agreement for the part-time healthcare plan described in sections (f)-(i) above, if the difference between the total of the District's gross part-time faculty healthcare premium costs, incurred that year, and total reimbursement for those costs received is greater than 50% of the total of the District's gross part-time faculty healthcare premium costs, then the program described in (f)-(i) above shall be suspended for the remainder of this agreement and renegotiated in the successor agreement.

Section 2. Dental Plans

The District will provide dental plans for all Full-Time Faculty Members and will continue to pay the monthly premium cost of the Faculty Member's coverage. If the Faculty Member selects the Delta Dental Plan or equivalent plan and elects to cover ~~their~~**his/her** eligible dependents by such plan, the ~~The District~~**Faculty Member** will pay ~~one hundred~~**thirty** percent (~~100~~**30**%) of the cost of such dependent coverage ~~and the District will pay seventy percent (70%) of such cost~~. If the Faculty Member selects the Delta Care Plan or equivalent plan and elects to cover the Faculty Member's eligible dependents by such plan, the District will pay the entire cost of the dependent coverage.

Section 3. Vision Plan

The District will provide vision service plan for Full-Time Faculty Members and will pay the entire monthly premium cost for the Faculty Member's coverage. If the Faculty Member elects to have ~~their~~**his/her** eligible dependents covered by the plan, ~~the Faculty Member will pay thirty percent (30%) of the cost of such coverage and~~ the District will pay ~~one hundred~~**seventy** percent (~~100~~**70**%) of the cost of such coverage.

Section 4. Life Insurance - AD&D

The District will provide **group term** life insurance and accidental death and dismemberment insurance **plan**. The District will pay for the cost of such coverage.

Section 5. Short-Term Disability Income Insurance

(a) The District will continue to make available to Full-Time Faculty Members a short- term disability income insurance plan. The Faculty Member who elects coverage by this plan shall pay the entire cost of such coverage.

(b) In 2011, Part-Time Faculty Members elected to participate in the

state disability insurance plan (SDI). Participation in the plan by all Part-Time Faculty Members is mandatory. Employee payroll deductions will be made to cover the cost of participation.

Section 6. Compensation in Lieu of Dependent Insurance Benefits

The District will pay ~~Two Thousand Four Hundred Twenty~~ Dollars (\$2,000.00~~\$420.00~~) at the end of each full year of completed service to each Full-Time Faculty Member not electing dependent medical, dental, and vision insurance coverage for such year. ~~Alternatively, the District will pay Five Thousand Dollars (\$5,000.00) at the end of each full year of completed service to each Full-Time Faculty Member not electing any medical, dental, and vision insurance coverage for such year.~~ The Faculty Member may, pursuant to IRC regulations, use this sum for a tax-sheltered annuity contribution.

~~If a Part-Time Faculty Member who would qualify for medical insurance coverage as described in Section 1 (f-i) of this article declines medical insurance coverage, the District will pay a One Thousand Five Hundred Dollar (\$1,500.00) stipend for health benefits at the end of each full semester of completed service to each Part-Time Faculty Member making such an election.~~

Section 7. Retiree Medical Insurance

(a) **If a full-time faculty member who has ten (10) years of service with the District chooses to retire between the ages of 50 and prior to their 55th birthday, the District shall offer to the retiree a one-time opportunity at the time of retirement to participate in the CalPERS medical plan as noted in Article 17, Section 1. The District shall contribute the minimum CalPERS premium payment for an eligible retiree who elects to participate. For employees retiring prior to July 1, 2011, the District will provide medical insurance only for any Full Time Faculty Member who retires pursuant to the regulations of the California State Teachers' Retirement System after reaching age fifty-five (55) under Article 19,**

~~Section 1, or Section 2, from the time of retirement until reaching age sixty-five (65) and provided the Faculty Member remains in retired status. With respect to employees retiring after June 30, 2011,~~

(b) If a full-time faculty member the District will contribute toward the medical insurance premium the single-only rate specified under Article 17, Section 1 for any employee who has ten (10) years of service with the District and who retires after reaching age fifty-five (55). under the provisions of CalSTRS and remains fully retired under CalSTRS, the District shall pay the District contribution towards the retiree's selected medical plan premium and the retiree shall pay the difference in the amount between the District contribution and the selected medical plan premium cost. When the retiree turns 65, the District will pay the minimum District CalPERS insurance contribution towards CalPERS retiree insurance.

(c) If a full-time faculty member chooses to retire at the age of 65 or older, Effective July 1, 1996, and annually thereafter, per CalPERS regulations, the District shall offer to all eligible retirees sixty-five (65) years and older, the one-time opportunity to participate in the CalPERS medical plan. Retirees who choose not to participate in CalPERS when this one-time offer is made, relinquish all future rights to participate in CalPERS. The District shall contribute the minimum District CalPERS insurance contribution towards CalPERS retiree insurance. premium payment for an eligible retiree who elects to participate. The retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's minimum CalPERS premium payment and the total cost of the selected medical plan.

(d) Regarding dependent coverage for retirees, the District will also make available to ~~such a~~ retiree's medical insurance coverage and dental insurance for eligible dependents with the cost of such coverage to be borne by the retiree, provided such option for dependent coverage is made when the

retiree is first eligible.

Section 8. Refund of Premiums

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

Section 9. Voluntary Tax-Sheltered Annuities

A Full-Time Faculty Member may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation Code, and the Education Code, voluntarily elect to purchase a tax-sheltered annuity or annuities and enter into an amendment of ~~their~~**his/her** contract of employment for this purpose and effect a corresponding reduction in salary.

Section 10. Voluntary Employee Organization Insurance Plans

The District shall deduct monthly from a Faculty Member's earnings, where such deduction has been requested by the Faculty Member in a revocable written authorization, for payment of premiums for a group life or disability insurance plan available to the Faculty Member as a result of membership in any employee organization. The written authorization or revocation notice shall be on file with the District at least thirty (30) days in advance.

Section 11. Disability Coverage

Any Full-Time Faculty Member who has completed ten (10) or more years of service with the District and who is determined by the California State Teachers' Retirement System to be totally disabled and is awarded disability benefits by the California State Teachers' Retirement System, shall be eligible to continue medical coverage in the District's medical insurance plans available to Faculty Members with the cost of such coverage to be borne by the disabled individual. The disabled individual must elect to continue such coverage at the time District sponsored coverage would otherwise lapse. Such coverage will remain in effect, subject to the payment of the premium cost by such disabled

individual, until the individual attains the age of sixty-five (65) or chooses at an earlier age to discontinue making payment.

Section 12. Insurance Benefits Committee

(a) The District has established an Insurance Benefits Committee comprised of representatives of all union-represented employee groups on campus, as well as employees representing other non-represented groups. The Federation agrees to continue its participation in this Committee. This Committee is authorized to review, study and recommend such changes as it deems appropriate in the health benefits (including medical, dental, and vision benefits) and changes, if any, in the sharing of costs for any such coverage between the District and its employees. Recommendations from the Insurance Benefits Committee may be provided to the respective negotiation teams for the Federation and the District for their review and consideration; however, it is recognized that the ultimate responsibility to evaluate, provide and pay for health benefits is determined through the collective bargaining process.

(b) ~~The District provided \$20,000 annually for reimbursement for Part-Time Faculty medical insurance premiums through June 2020.~~ For part-time faculty effective Fall 2020, a \$75 per semester stipend will be paid for health benefits. This amount will be paid to all contracted part-time faculty who completed the semester including submission of grades, textbook orders, and other required reports by District-established deadlines.

Section 13. Domestic Partners Benefits

The District shall provide medical and other benefits to domestic partners in accordance with the Domestic Partner Rights and Responsibilities Act of 2003 (DPRRA), California Family Code 297. Refer to Article 17 for further insurance benefit information.