

ARTICLE 4
Health and Welfare Benefits

- 4.1 The District during the term of this agreement will continue to offer Blue Cross for eligible faculty members, dependents, and domestic partners in accordance with the plan design in effect as of June 30, 2007 as modified by the implementation of an out-of-pocket maximum for prescription drugs. Effective July 1, 2007, the out-of-pocket maximum is \$500 per year per person/\$1,000 per family for mail order Rx. Any future modifications in the faculty health plan designs or changes in carriers proposed by the Joint AFT/Management Health Benefits Committee (described in Section 4.7) must be agreed to in writing by the AFT and the District. The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to offer Delta Dental and vision coverage for eligible faculty members and their dependents and domestic partners under the existing plans, or under such plans as recommended by the Joint AFT/Management Health Benefit Committee, and approved by the AFT and the District.
- 4.2 An eligible faculty member who wishes to have health coverage provided through Kaiser or another HMO agreed upon by the AFT and the District rather than Blue Cross may do so, provided that the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to faculty members shall only be by joint agreement of the parties.
- 4.3 Faculty members bear the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.
- 4.4

4.4.A. Contract Faculty Eligibility

Faculty members eligible to participate in the District-provided insurance benefits and to receive District contributions toward these benefits are those employed under contract during the regular college year on at least a half-time basis. In order to qualify for domestic partner coverage, faculty members and their partners must provide the District with proof of a filed Declaration of Domestic Partnership with the California Secretary of State, pursuant to Section 3 of AB205.

4.4.B. Non-Contract Faculty Eligibility

- (1) The District will pay a pro-rata amount to provide medical benefits to non-contract faculty members teaching in two or more community college districts with a combined workload of at least 100%.
- (2) The District will pay 50% of the premium cost to provide medical benefits to non-contract faculty members whose teaching assignment equals or exceeds 50% of a full-time load in the District (or 40% for those enrolled in the plans prior to July 1, 2007.)
- (3) If a non-contract faculty member meets the criteria in both (1) and (2) above, the faculty member shall choose the payment plan from (1) and (2) above.
- (4) If a non-contract faculty member's workload drops below 40% (or below 100% in two or more districts) for two consecutive semesters, the benefit will terminate until such time as the faculty member's load is once again 40% or more (or 100% in two or more districts).

- (5) If it is determined that the District will not be reimbursed 50% of the premium cost by the state, the District will be obligated, in the subsequent fiscal year, to cover only that percentage of the premium for which it received reimbursement and the non-contract faculty member may opt to pay that portion not reimbursed by the state or to drop the coverage.
- (6) At such time as an alternative part-time medical plan is adopted, no further enrollment by part-time faculty in other District health and welfare plans will be permitted.
- 4.5 The District shall continue to contribute the sum needed to provide the benefits specified in this Article for each faculty member eligible for such benefits and shall increase such contributions each fiscal year by the amount that is required to maintain the above-mentioned Blue Cross, Delta Dental, and vision coverage.
- 4.6 Payments of the District contribution for faculty members absent due to illness or injury of the faculty member shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.
- 4.7 It shall be the role of the AFT/Management Health Benefits Committee to gather information and provide advice concerning faculty health and welfare benefits to AFT and the District. The Health Benefits Committee shall review all bids for health care providers and insurance carriers and recommend changes to the faculty health plan, including, but not limited to, co-pays, deductibles, premium contributions, as well as the selection, addition, termination or substitution of any health plans/providers, and/or insurance carriers. The Health Benefits Committee may solicit bids from health care providers, plans, and insurance carriers.
- The Health Benefits Committee shall be composed of an equal number of Federation and management representatives, not to exceed 5 each. The committee shall, as soon as possible, establish written by-laws for conducting its functions as set forth in this Agreement.
- The Federation shall receive up to 1.0 FTEF annually which may be taken by the committee's faculty representatives as release time or as an equivalent hourly stipend.
- 4.8 Employees who are employed by the District at the time of retirement in accordance with Article 4.5 shall be retained in the District health, vision, and dental insurance, with premiums paid by the District, provided that such persons have a minimum of ten years of service with the District and have attained an age and years of service equal to or greater than 75. The minimum age for retirement is 55. The District shall provide paid dental benefits for currently retired contract faculty who are receiving District-paid health and vision benefits. Current coverage for retirees shall continue for faculty employed on or before June 30, 1990.
- Faculty initially hired from July 1, 1990 through June 30, 2001 shall receive District-provided coverage to the age of 65 at which time the retiree's medical care plan shall be replaced by Medicare and a Medicare supplemental plan which provides comparable benefits and which is provided and paid for by the District. Dental and vision coverage will continue as provided above.
- Eligible faculty members initially employed on or after July 1, 2001, who meet the years-of-service and age requirements stated above, and who retire, shall receive District medical coverage similar to current employees to age 65 only if they have attained at least age 55 and have served at least ten years of continuous eligible service in the District. The District also shall continue any dental and vision coverage as provided for current employees to age 65.
- 4.9 Any other contract faculty member who is serving the District at the time of retirement, and who has served the District a minimum of five years and has reached the age of 55, shall

upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree.

Following a 30-day grace period during which the District will continue to provide District-paid health and welfare benefits, spouses of deceased faculty members shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual if the deceased faculty member would have been eligible for District-paid benefits at the time of death. Faculty members receiving a State Teachers' Retirement System disability allocation, and who, prior to receiving the disability allocation, had served the District a minimum of ten years shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.

4.10 Eligibility and benefits shall be as specified in the District's then-existing group medical insurance plan.

4.11 Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age 55 with a minimum of ten years service.

4.12 **Special Pre-retirement Program**

Regular faculty members shall be eligible for special pre-retirement under the following conditions:

4.12.A. The faculty member shall have reached the age of 55 prior to the reduction of workload.

4.12.B. The faculty member shall have been employed full-time for at least ten years in a position requiring certification, of which the immediately preceding five years were full-time employment.

4.12.C. During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

4.12.D. A faculty member who requests to participate in the pre-retirement program shall enter into an agreement with the District respecting the terms and conditions of the faculty member's program. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended with the mutual consent of the District and the faculty member.

4.12.E. The faculty member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The District and the faculty member on the program shall agree to make contributions to STRS equal to the amount that would have been contributed if the faculty member had remained in full-time employment.

4.12.F. The faculty member shall receive the health and welfare benefits in the same manner as a full-time (100%) faculty member as provided in this Agreement. Sick leave accrued by the faculty member shall be prorated on the basis of the percentage of a full contract or percentage of days taught, as appropriate.

4.12.G. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during her/his final year of service in a full-time position. In order to qualify for STRS, a faculty member on the pre-retirement plan may not teach less than 50% of a full-time load in a given year.

The 50% load may be assigned full-time for one full semester or one-half time for a full academic year. The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.

- 4.12.H. The total number of years of reduction of workload shall not exceed ten years. The faculty member must agree to retire and terminate his/her services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed ten years.
- 4.12.I. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the faculty member reaches his/her 70th birthday.
- 4.12.J. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following school year.
- 4.12.K. A faculty member participating in the program is not eligible for sabbatical leave, is not eligible for Summer Intersession Priority, and shall not be assigned an overload.

4.13 Employees' Assistance Program

- 4.13.A. The District will contribute up to \$2.25 each month for each employee in the Unit for the Employees' Assistance Program (hereafter referred to as "EAP").
- 4.13.B. The program shall be available to all faculty.
- 4.13.C. Referrals may be made by supervisors, family members, or peers.
- 4.13.D. Requests for Employee Assistance Program services shall be made by the employee who is to receive the services.
- 4.13.E. Such requests shall be confidential and no written record of any such requests shall be maintained by any college personnel.
- 4.13.F. No employee is required to avail him/herself of these services.

4.14 125 Plan

The District agrees to continue offering a 125 Plan for full and part-time employees.

- 4.15 Each non-contract faculty member not currently enrolled in STRS, nor required to do so by law, may elect to become a member of Social Security or STRS. Non-contract faculty have the additional option of the STRS Cash Balance Plan. Employee and employer contributions to Social Security and STRS will be according to law.
- 4.16 The District shall provide to all contract faculty members who meet the eligibility requirements in Article 4.4 A. group term life insurance in the amount of \$50,000.