

## **Article VIII: HEALTH & WELFARE BENEFITS**

### **FULL-TIME FACULTY**

- 8.1 The District will guarantee, for full-time Unit members participating in the District-wide Health and Welfare program, an ongoing health & welfare contribution in an amount such that the premium for employee-only for Kaiser Permanente or UHC Harmony is fully covered by the District, and that the premiums for employee +1 and family plans for Kaiser Permanente are at least 90% covered by the District effective January 1, 2023. Those bargaining Unit members who choose other health plan offerings will pay the difference between the above-mentioned amount for Kaiser Permanente and the actual cost, except that employee-only bargaining Unit members who select United Health Care Network One (UHC-N1) will receive an amount equal to the UHC-N1 employee-only premium, less \$50 per month. All other employee-only coverages will receive the same district contribution as that for UHC-N1.

Dependents are defined as: spouse, registered domestic partner and legal dependents.

“Premium” as noted above is only for the cost of medical insurance. The District will continue to fully pay the cost of mandatory life insurance and mandatory dental insurance for full-time Unit Members who participate in the District-wide Health and Welfare program.

#### 8.1.2 Opt-in and opt-out requirements:

- 8.1.2.1 Full-time faculty who are hired before January 1, 2005 will be able to opt out of the District Health and Welfare Plan; however, the maximum District contribution to the health and welfare benefit package for full-time faculty who opt out will cap at five thousand two hundred dollars (\$5,200) per year.

Full-time faculty who are hired after January 1, 2005 will not be able to opt out of the District Health and Welfare Plan.

- 8.1.2.2 A full-time faculty member who opts into a District plan may not opt-out after the close of the 2006 open-enrollment period.

- 8.1.2.3 A full-time faculty member who currently is opted out of the District plan must provide the District with annual proof of personal health insurance.

### **RESIDUAL FUNDS**

- 8.1.2.4 Full-time faculty who are hired after January 1, 2005 will not receive residual funds from the District health and welfare contribution of five thousand two hundred dollars (\$5,200).

Residual funds are defined as those moneys left over from the District contribution of five thousand two hundred dollars (\$5,200) after the full-time faculty member has selected his/her health, dental, and mandatory life insurance coverage.

- 8.1.2.5 Full-time faculty who are hired before January 1, 2005 will continue to be eligible to receive residual funds from the District health and welfare contribution of five thousand two hundred dollars (\$5,200).

- 8.1.3 The starting point for future Health and Welfare negotiations will be the base amount as delineated in Section 8.1. For the purposes of future negotiations, the full-time faculty will not return to the previous level of only \$5,200 District contribution.

- 8.2 A contract or regular Unit Member with less than a full-time assignment shall receive the health and welfare benefits in the same proportion that his/her teaching load is to a full-time teaching load.

## **PART-TIME FACULTY**

8.3 Language from 2021-2024 Collective bargaining agreement deleted in its entirety, moved to new Appendix I, and replaced with the following:

### **Part-Time Faculty and Multi-District Part-Time Faculty Health Insurance Program**

The District and SCEA agree to enter into the following part-time health and welfare program beginning Fall 2023. Both parties agree to meet to discuss the financial implications of the program at least once every three years. If the District can show that the unreimbursed program costs exceeded \$600,000 per year for at least three consecutive years, the program would be suspended and the 2022-23 former language would prevail (see Appendix I), unless otherwise negotiated.

During this period, the District and SCEA agree to further explore areas such as recognition that assignment percentages can change between and within semesters, the need to clarify verification for multi-district part-time faculty reimbursements, the details of the proportionate share reimbursement calculation, etc.

The District and SCEA further acknowledge that the District has not yet been provided with a sufficient mechanism from the state or through its own design to accurately assess which part-time faculty are eligible for the program and to what degree they can receive coverage from the District.

8.3.1 The District will guarantee, for part-time Unit Members eligible to participate in the Part-time Faculty and Multi-District Part-time Faculty health Insurance Program, an ongoing health & welfare contribution in an amount such that the premium for employee-only for Kaiser Permanente or UHC Harmony is fully covered by the District, and that the premiums for employee +1 and family plans for Kaiser Permanente are at least 90% covered by the District effective Fall 2023. Those bargaining Unit members who choose other health plan offerings will pay the difference between the above-mentioned amount for Kaiser Permanente and the actual cost, except that employee-only bargaining Unit members who select United Health Care Network One (UHC-N1) will receive an amount equal to the UHC-N1 employee-only premium, less \$50 per month. All other employee-only coverages will receive the same district contribution as that for UHC-N1.

Dependents are defined as: spouse, registered domestic partner and legal dependents.

“Premium” as noted above is only for the cost of medical insurance.

8.3.2 Definitions of Part-Time Unit Members and Multidistrict Part-Time Unit Members

The amended statute defines an adjunct faculty as either a part-time faculty or a multidistrict part-time faculty; however, they cannot simultaneously be both. The definitions are as follows:

Part-Time Unit Members: Defined as having an assignment at a single district that is greater than or equal to 40% of the minimum full-time assignment at that district.

Multidistrict Part-Time Unit Members: Defined as an adjunct faculty with total assignments at two or more college districts equal to or greater than 40% of a full-time assignment.

Important Considerations: A part-time faculty member, multi-district part-time faculty member, or their dependents whose premiums for health insurance are paid by an employer other than a community college district are not eligible to participate in the program. If an adjunct faculty has a teaching load of 40% or more at a single district that offers part-time faculty benefits, they are not eligible for an additional health insurance premium reimbursement by another district under the new multi-district part-time faculty reimbursement component of the program.

## 8.4 Eligibility

Eligible part-time Unit Members shall be offered the same medical insurance benefits and premiums provided to full-time unit members so long as the part-time unit member meets the following criteria, as defined under the CA Ed Code Section 87861 et seq. In the event the College District receives clarification regarding eligibility, the Parties agree to reopen this article to ensure the agreement reflects the current legal requirements for part-time faculty at the District to participate in the program. The College District and SCEA presently understand eligibility to be the following:

- Unit member has a teaching assignment at the College District that is greater or equal to 40% of a full-time assignment; OR
- Unit member has a teaching assignment at the College District and one or more California Community College Districts, which, in total, is equal to or greater than 40% of a full-time assignment;
- Unit members may meet the 40% assignment requirement for the Spring semester if their annual load is at least 80%, by combining their Fall and Spring assignments from the current academic year.
- Unit members must enroll within the timelines prescribed by the District on the District-provided form;
- AND the unit member and their qualified dependents, must not be receiving health insurance coverage from another source, either directly or as a spouse, domestic partner, or dependent, in accordance with CA Education Code 87864;
- AND the unit member does not have full-time employment elsewhere nor have retired from another position.

8.4.1 If the part-time Unit member's application for District health insurance is not approved by one of the District carriers, the District is not obligated to provide alternative coverage.

8.4.2 Part-time Unit members shall be informed of their load for the following semester in a timely fashion in accordance with the District's current practice. The District shall not be held liable for changes in scheduling that alter the insurance status for a part-time unit member.

If a part time Unit member is informed that they will not be assigned enough load to maintain a forty percent (40%) (or total load as stipulated in Article 8.4) load or assignment in all Districts, they may elect to:

- Drop the plan at the end of the current semester without penalty OR
- Continue in the plan with the District paying 67% of the cost of their premium and the unit member accepting responsibility for the remainder of the cost for the semester in which they do not meet eligibility.

8.4.3 If the Unit Member drops the medical insurance coverage or is dropped by the plan, the District shall have no responsibility for payments of premiums.

8.4.4 The District reserves the right to require verification of any or all of the conditions described above.

8.4.5 Multi-District Part-Time Faculty Considerations

Multi-district Part-Time Unit members shall be given the option to either enroll in a District health care policy or choose to have the District reimburse eligible multi-district part-time Unit members who individually purchase health insurance benefits, up to a proportionate share of the District's most commonly subscribed employee-only or family coverage plan. Requests for reimbursements under this provision must be received by the District prior to the end of the Spring semester in each academic year.

8.4.5.1 The District shall request reasonable documentation from a multi-district part-time Unit member once per term to verify: 1) the cumulative teaching assignment is greater to or equal to 40%, and 2) enrollment in a health insurance plan and the amount of the premium.

## **RETIREMENT**

- 8.5 The District agrees to continue to provide financial support for medical and/or dental insurance coverage for all full-time Academic Unit Members who retire after July 1, 1988, and in accordance with the following provisions:
- 8.5.1 To be eligible for this retirement benefit, a Unit Member must have completed a minimum of fifteen (15) years of full-time satisfactory service to the District and have reached the age of fifty-five (55) in the year of application.
- 8.5.2 A Unit Member who meets the longevity and age requirements, and who elects to receive this benefit, shall be granted effective January 1, 2022, the sum of up to two thousand dollars (\$2,000) for the life of the retiree annually, or fifty percent (50%) of the employee's medical benefit cost if selected from the District's benefit plan, whichever is the larger amount, which shall be used to help defray the costs of health and/or dental insurance for the retired Unit Member. If an employee requests to continue participating in the District's program, the money provided shall be used to defray a portion of the premium costs. Any additional premium costs shall be borne by the retired Unit Member.
- 8.5.3 Prior to the time of retirement, a Unit Member may request, in writing, to the Human Resources Office, that he/she wishes to continue to participate in the District's medical and/or dental insurance programs which are offered to currently employed Unit Members. If an employee requests to continue participating in the District's program, the money provided under 8.5.2 shall be used to defray a portion of the premium costs. Any additional premium costs shall be borne by the retired Unit Member. If a Unit Member does not elect to participate in the medical and/or dental plan at the time of retirement, the Unit Member cannot request to participate at a later date. Participation in the District's health and/or dental plan shall be subject to the terms prescribed by the health and/or dental plan insurance providers.
- 8.5.4 If a retired Unit Member does not request to participate in the District's health and/or dental plan as provided under 8.5.3, or subsequently drops the plan, the District shall annually pay to the retired employee the benefit provided under 8.5.2, upon verification by the employee of annual medical and/or dental insurance benefit costs for the retired Unit Member in an amount equal to or in excess of the benefit provided in 8.5.2.
- 8.5.5 A Unit Member may elect to continue to include a spouse, at the expense of the Unit Member, in the District's health plan, as long as the retired Unit Member is also participating in the District's health plan.
- 8.5.6 A surviving spouse who was participating in the District's health plan at the time of the Unit Member's death may continue to participate in the District's health plan at his/her own expense after the death of the retired Unit Member. A surviving spouse who was participating in the District's health plan at the time of the Unit Member's death may

continue to participate in the District's health plan at his/her own expense after the death of the retired Unit Member. The District will pay three (3) months of the cost of the full premium.

- 8.5.7 If a retired Unit Member moves out of the service area of District health providers, the retired Unit Member shall be reimbursed up to fifty percent (50%) of the current average District cost for active Members, or two-thousand dollars (\$2,000) per year, whichever is greater, limited to verified medical coverage costs paid by the member.
- 8.6 A committee consisting of three (3) members appointed by the Association, three (3) members appointed by the District, and equal numbers from all other representative and non-representative employee groups, shall convene annually to recommend the list of specific health and welfare offerings from which the bargaining Unit Members may choose, to the Association and the District.
- 8.7 A Section 125 pretax flexible benefits plan shall be added to the College's health and welfare benefit package, subject to Internal Revenue Service limitations.
- 8.8 Selections shall be made in the manner prescribed and on the form attached to this Agreement (Appendix D).

#### **ACCESS TO THE COLLEGE FITNESS CENTER**

- 8.9 All Unit members shall have free and full access to the Southwestern College Fitness Center, including (but not limited to) all weight equipment, cardio equipment, and the swimming pools. To qualify for membership, the Unit member must apply and have an assignment.