District Counterproposal #4 to AFT Counterproposal #4
March 9, 2026

ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.1 PERS MEDICAL AND HOSPITAL PLAN: The District will provide the PERS Medical and Hospital Plan for employees and retirees in accordance with rules and regulations established by PERS. Should a carrier withdraw from the PERS Umbrella plan, members of the unit will select from one of the remaining PERS options.

9.2 MEDICAL PREMIUM CAP AMOUNT: Effective January 1, 2023~~3~~6, the District will contribute up to the following amounts as appropriate towards PERS medical coverage premiums: ~~cover 100% of the premiums for all CalPERS healthcare options.~~

Employee only: 100% Kaiser Single Party
Employee plus one dependent: ~~88100~~~~95~~~~89~~~~92~~ 90% Kaiser Two-Party
Employee plus two or more dependents: ~~88100~~~~95~~~~89~~~~92~~ 90% Kaiser Family

Deduction of Medical Benefit Premiums: Subject to and consistent with the requirements of federal and state law, when unit members are paid on an August through May schedule, those members shall have their portion of the medical coverage premiums for June and July deducted in equal installments from their January, February, March, April, and may paychecks. When unit members are paid on a September through June schedule, those members shall have their portion of the medical coverage premiums for July and August deducted in equal installments from their February, March, April, May and June paychecks.

9.3 DISTRICT WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS: The District will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B.

9.4 DENTAL INSURANCE: The District will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-Care Inc. (PMI). The plans are described in detail in the benefits handbook available in the Office of Human Resources. The maximum dental benefit for ~~Delta Dental~~ PPO coverage in any one calendar year shall not be less than $~~7,5,~~~~25~~ ~~4~~ $2000.

[Proposing to move current contract 9.7, Vision Insurance, to 9.5, and renumbering Life Insurance from 9.5 to 9.6, and Salary Continuation Insurance from 9.6 to 9.7]

9.5 VISION INSURANCE: The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.

9.6 ~~FULL-TIME~~ LIFE INSURANCE: The District will provide each eligible full-time employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. ~~Effective March 1, 2001, t~~The term life insurance coverage shall equal one time the employee's annual base salary.

9.7 ~~FULL-TIME~~ SALARY CONTINUATION INSURANCE: The District will provide each eligible full-time employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be $~~10~~5,000 per month.

9.8 MEDICARE PART B COVERAGE FOR FULL-TIME FACULTY: The District will pay the premiums for Medicare Part B coverage for an eligible retiree and/or a spouse/eligible domestic partner who is over 65 years of age.

9.9 ELIGIBILITY RULES: To be eligible for the benefits described in this Article in any given semester or academic year, a regular or contract ~~full-time~~ faculty ~~regular academic~~ member of the unit must be employed at more than sixty ~~forty~~ percent (~~4~~60%) ~~or more~~ of full time. A full-time faculty ~~regular academic~~ employee may retain eligibility for the benefits described in this Article in the case of mutually agreed upon reduction of assignment, provided that the reduced assignment is at least fifty percent (50%) of full time.

> ~~**9.9.1 PART-TIME FACULTY ELIGIBILITY:** Any ancillary work (as defined in Article 6 and Appendix D-4) that can be loaded shall be counted towards a part-time faculty member's eligibility for the benefits outlined in 9.1-9.5 the Part-Time Faculty Health Insurance Program MOU. Part-time faculty members are ineligible for such benefits if any one of the following circumstances applies:~~
>
> ~~1. They receive health care insurance from another employer;~~
> ~~2. They are full-time faculty at any other community college district;~~
> ~~3. They are retired full-time faculty with retiree medical benefits that have returned to part-time employment;~~
> ~~4. They are not enrolled in either a CalSTRS Defined Benefit, CalPERS Defined plan Benefit plan, or CalSTRS Cash Balance retirement plan;~~
>
> ~~The determination of eligibility for enrollment shall occur on October 1st for November enrollment and on April 1st for May enrollment. The duration of coverage is split into two periods:~~
> ~~○ Period 1: Coverage duration from November 1st - April 30th~~
> ~~○ Period 2: Coverage duration from May 1st - October 31st~~
>
> ~~Part-time faculty whose load drops below the 40% threshold during a coverage period (Periods 1 or 2) will retain their coverage until the period's end date.~~

9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS: Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.

9.10.1 The District agrees to include domestic partner benefits in the PERS Health, Dental, and Vision Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law or PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

~~The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:~~

1. ~~The two individuals are each other's sole domestic partner and intend to remain so indefinitely.~~
2. ~~Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).~~
3. ~~Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.~~
4. ~~Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.~~
5. ~~The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.~~
6. ~~The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.~~
7. ~~The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:~~
   - ~~Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).~~
   - ~~Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.~~
   - ~~Common ownership of a motor vehicle.~~
   - ~~Driver's license listing a common address.~~
   - ~~Proof of joint bank accounts or credit accounts.~~
   - ~~Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.~~
   - ~~Assignment of a durable property power of attorney or health care power of attorney.~~

9.10.2 Dependent children of domestic partners are eligible for coverage if they meet ~~have been legally adopted by the District employee and are unmarried, are primarily dependent on the employee for support, and meet the age, school, and~~ all eligibility requirements of the various medical, dental and vision plans.

9.11 <u>SURVIVOR BENEFITS:</u> If a member of the unit meets the eligibility requirement for retiree medical benefits specified in Section 10.1 and dies before retirement, medical and dental benefits will be provided by the District for the unmarried surviving spouse/domestic partner as provided for the unmarried surviving spouse/domestic partner of an eligible retiree in Section 10.1.

9.12 ~~PART-TIME FACULTY REIMBURSEMENT OF MEDICAL PREMIUMS~~MEDICAL~~HEALTH BENEFITS~~ STIPEND FOR PART-TIME FACULTY:

See Attached Part-Time Health Care MOU.

~~Part-time faculty who meet the benefit eligibility requirements outlined in Sections 9.12.1 may submit documentation of individually purchased medical benefit coverage for reimbursement. Part-time faculty with a load of 40% or more in the District (9.12.1.1) who elect this option may get reimbursed for the cost of their healthcare up to the cost of the most commonly subscribed plan. Reimbursement is for premiums only, and no reimbursement shall be granted for non-premium medical costs (including but not limited to deductibles, co-pays, prescriptions, etc.) incurred by an eligible member. Part-time faculty may be required to provide receipts or other proof of payment for the insurance to be eligible for reimbursement. The District will make a form available for faculty who seek one of the reimbursement options outlined in 9.12.1.~~

~~For multi-district faculty, as defined in 9.12.1.2, the District's share of medical premium costs shall be determined by dividing the total health insurance premium paid by the unit member by the total number of community college districts in which the unit member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the unit member had been a full-time faculty member purchasing the District's most commonly subscribed plan.~~

> ~~**9.12.1 ELIGIBILITY FOR REIMBURSEMENT**: Reimbursement eligibility is determined semester-by-semester for Fall and Spring terms only, as set forth below.~~
>
> ~~1. For faculty who teach 40% or more exclusively within the District:~~
>
> ~~a. Employees qualifying in the Fall Semester for benefits reimbursement shall be entitled to receive reimbursements for July through September and October through December.~~
>
> ~~b. Employees qualifying in the Spring Semester for benefits reimbursement shall be entitled to receive reimbursements for January through March and April through June.~~
>
> ~~c. In the event that the assignment load drops below 40% of the minimum full-time assignment at any point in the semester, the employee's entitlement to reimbursement will end effective the last day of the semester.~~
>
> ~~2. Multi-district part-time faculty who purchase their own health insurance benefits are eligible for reimbursement if:~~

~~a. The part-time faculty has assignments at two or more California community college districts that, when combined, equals or exceeds 40% of the cumulative equivalent of a minimum full-time assignment;~~

~~b. The premiums for health insurance for the member or their dependents are not paid by an employer other than a community college district; and~~

~~c. The part-time faculty member is not assigned a load of 40% or more at a single district that offers part-time faculty benefits.~~

~~**9.12.2 REIMBURSEMENT TIMELINE:** Upon receipt of the required documentation from the part-time faculty member, the District shall issue a reimbursement equal to its share of this premium payment for up to three months in any given college year (see below). Reimbursement will be paid by separate check.~~

~~The 3-month reimbursement periods are defined as follows:~~

- ~~January-March~~
- ~~April-June~~
- ~~July-September~~
- ~~October-December~~

~~For multidistrict faculty, documentation that verifies total assignment(s) in other district(s) and proof of the part-time faculty member's medical premium payment(s) must be received by the District on or before the last date in each reimbursement period (September 30th, December 31st, March 31st, and June 30th).~~

9.13 **IRC 125 PLAN**: The District will maintain a program that implements the Internal Revenue Code Section 125 and provides for before tax employee contributions to non-District covered health and dependent care costs. Part-time employees who are assigned at least one semester length course may participate in this plan during that semester. The limit for earnings to be set aside for an eligible part-time employee's medical benefits ~~is $400 per semester, $1,200 per year. The limit for earnings to be set aside~~ and for an eligible part-time employee's dependent care benefits is ~~$1,666 per semester, $5,000 per year~~determined by applicable laws and regulations. Part-time employees will enroll separately for each semester of participation.

9.14 Affordable Care Act Requirements and the District's Right to Modify Benefits: Both the AFT and the District have the right to reopen negotiations on the health insurance provisions of this Agreement in the event the District is subject to a penalty, tax, fine or increased costs as a result of requirements of the Affordable Care Act.

9.15 There shall be a Health and Welfare Benefits Committee composed of representatives from participating bargaining units as well as District management. AFT shall have at least two (2) representative participants in the Committee. The Committee shall meet at least once every other month unless canceled by consensus of all parties.