

Article 4: Health and Welfare Benefits

4.1 Definitions. For the purposes of this Agreement, the following definitions apply to the following words or phrases:

- 4.1.A 125 Plan is a benefits program under Section 125 of the Internal Revenue Code that allows employees to pay for certain qualified expenses (e.g., health insurance premiums) on a pre-tax basis, thereby reducing their total taxable income and increasing their spendable/take-home income.
- 4.1.B. Employees' Assistance Program (EAP) is a benefit program that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being.
- 4.1.C. A Health Maintenance Organization (HMO) plan provides health care from specific doctors and hospitals under contract with the plan. You pay co-payments for some services, but you have no deductible, no claim forms, and a geographically restricted service area.
- 4.1.D. Open Enrollment Period is a period of time when employees can enroll in or make change to their health insurance plan for the next plan year.
- 4.1.E. A Preferred Provider Organization (PPO) is similar to a traditional "fee-for-service" plan, but you must use doctors in the PPO provider network or pay higher co-insurance (percentage of charges). You must usually meet an annual deductible before some benefits apply. You're responsible for a certain co-insurance amount and the plan pays the balance up to the allowable amount.
- 4.1.F. Premium is the agreed upon fees paid for coverage of medical benefits for a defined benefit period.

4.2 Health and Medical Benefits for Current Employees

- 4.2.A. The District during the term of this agreement will provide the following health and medical benefits options for eligible faculty members, dependents, and domestic partners:

1 SISC PPO 90C

2 SISC PPO 80G \$20

(3 SISC Anthem HMO Premier 10, \$5RX(Full))

(4 SISC Anthem HMO Premier 10, \$5RX(Select))

(5 SISC Kaiser HMO (\$10 OV/\$10 RX))

(6 WABE (for new faculty hired with a start date after December 31, 2023))

- 4.2.A.(1) The District will pay the premium amount for either the SISC

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Kaiser HMO (\$10 OV/10 RX) or the SISC PPO 90C plan. Eligible faculty members may select from any of the coverage options specified in 4.2.A. but would pay any premium difference that exceeds the cost of the higher of the two (2) District paid plans offered through SISC.

4.2.A.(2) Any future modifications in the faculty health plan designs or changes in carriers proposed by the Joint AFT/Management Health Benefits Committee must be agreed to in writing by the AFT and the District.

4.2.A.(3) Current benefit eligible faculty who have “waived” medical coverage through CalPERS will receive three hundred dollars (\$300) per month for twelve (12) months per year, for the term of this Agreement. New faculty with a start date after December 31, 2023, shall not be allowed to “waive” medical coverage offered by SISC during the term of this agreement. If at any time a grandfathered/legacied benefit eligible faculty member chooses to select medical coverage through SISC, the \$300.00 opting out shall cease. and no longer be available.

4.2.A.(4) Contract faculty who elect a plan that is more expensive than the SISC PPO 90 C A plan or SISC

Kaiser HMO (\$10 OV/\$10 RX), whichever is higher, the District will cover ½ the difference in premium up to a maximum of three hundred dollars (\$300) per month for twelve (12) months per year, for the term of this Agreement, whichever is higher, the District will cover ½ the difference in premium up to a maximum of three hundred dollars (\$300) per month for twelve (12) months per year, for the term of this Agreement.

4.2.A.(5) Contract faculty who choose a plan that is less expensive than **SISC PPO 90C** plan or **SISC Kaiser HMO (\$10 OV/\$10 RX)**, whichever is higher, the District will pay the difference to the faculty member up to a maximum of two hundred dollars (\$200) per month for twelve (12) months per year, for the term of this Agreement.

4.2.B. The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to offer dental and vision coverage for eligible faculty members, their dependents, and domestic partners **in the existing dental and vision 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.C. 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.

4.2.D. Contract Faculty Eligibility and Coverage

4.2.D.(1) 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 academic year on at least a half-time basis.

4.2.D.(2) 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 California Family Code section 297 et seq.

4.2.E. Non-Contract Faculty Eligibility and Coverage

4.2.E.(1) Beginning with the open enrollment period in September 2023, the District agrees to contribute up to four hundred seventy five thousand dollars (\$475,000) annually for the purpose of providing access to the **medical** plan options to non-contract faculty members as set forth below.

4.2.E.(1)a. The District will contribute **no less than one half of the contribution of the base plan (higher of PPO 90 C or Kaiser HMO (\$10 OV/\$10 RX))** per month towards the premium of the selected option, and the balance of the premium will be paid by the employee.

4.2.E.(1)b. If the District does not spend the full **four hundred seventy five** thousand dollars (\$475,000) in the 12-month period, any unspent monies will be set aside by the District for use in the following year toward non-contract unit members' insurance (e.g., offset rate increases, expand the benefit). Any remaining funds will remain in this pool to be used in future years.

4.2.E.(1)c. The District and Federation will negotiate the effect of the use of any remaining funds for any modification in rates, number of subscribers or coverage for this plan. If part-time health benefits are discontinued, the funds shall be distributed to the non-contract salary schedule, **excluding salary schedules under 3.8C and 3.11.**

4.2.E.(2) The District shall provide access to the plan options to non-contract faculty members who meet the criteria listed below.

4.2.E.(2)a. A non-contract faculty member who has been employed by the District for four or more semesters and who has taught an average load of 0.40 or greater for the preceding fall and spring semesters shall be eligible for coverage commencing on January 1, of the calendar year following open enrollment.

4.2.E.(2)b. An eligible employee must elect to join the plan during the annual open enrollment period unless the conditions for legally-mandated "Special Enrollment rights" exist.

4.2.E.(2)c. If a non-contract faculty member does not maintain an average load of .0.30 or greater during the previous academic year, that employee will not be eligible for continuing coverage in the current year except at their own expense as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

4.2.E.(2)d. If in the previous year a faculty member did not maintain an average load of 0.30 or greater and was unable to accept an assignment due to a serious

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medical problem, they may request a temporary waiver from District Human Resources in order to retain eligibility for the following academic year provided they would have been eligible based upon their ARFs and work offers.

4.2.E.(2)e. A faculty member electing this coverage may not be covered by any other health plan at the same time. Likewise, any family members(s) included in the plan may not be covered by any other plan.

4.2.E.(3) Enrollment in the above plan shall be limited to **up to eighty-one (81) non-contract faculty members, limited to the amount of \$475,000**. If the number of employees applying to enroll in the plan exceeds the agreed upon limits, coverage for the plan will be given to those faculty members already enrolled and then to those new enrollees having the greatest longevity.

4.2.E.(4) Premium payments by eligible faculty may be made tenthly. Deductions from payroll checks will be used whenever possible.

4.2.E.(5) Non-contract faculty who are currently insured under the predecessor agreement may retain coverage at their own expense, provided they maintain eligibility under the terms of Section 4.2.E(2).

4.2.F. The District shall continue to contribute the sum needed to provide the benefits specified in the Article for each contract 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 **SISC PPO 90C** plan or **SISC Kaiser HMO (\$10 OV/\$10 RX)**, **along with dental** and vision coverage.

4.2.G. 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 (also see Section 8.15.G) or until the employment is terminated, whichever occurs first.

4.3 Health and Medical Benefits for Retirees

4.3.A. District will **provide SISC PPO 90 C** and **SISC Kaiser HMO (\$10 OV/\$10 RX)** plans to the retiree groups with specifics included in *italics* in the paragraphs of Sections 4.3.B and 4.3.C.

4.3.A.(1) Contract faculty who are employed by the District at the time of retirement in accordance with Section 4.3 shall be retained in the District, **medical**, vision, and dental insurance, with premiums paid by the District, provided that such persons have a minimum of ten (10) years of service with the District and have attained a combined age and years of service equal to or greater than seventy-five (75).

4.3.A.(2) The minimum age for retirement is fifty-five (55).

4.3.B. 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.

4.3.B.(1) Medicare ineligible retirees in this tier will continue to have the District provide the same plans as specified for active employees.

4.3.B.(2) Medicare eligible retirees in this tier will need to obtain Medicare at age sixty-five (65)

and will be provided either the HMO Medicare Supplement Plan or PPO Medicare supplement plan. *The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.*

- 4.3.C. Faculty initially hired from July 1, 1990 through June30, 2001 shall receive District- provided coverage to the age of sixty-five (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. *The District will cover the Medicare premium costs plus any penalties and the premium cost of the supplement plan.*
- 4.3.D. Eligible faculty members initially employed on or after July 1, 2001, and before July 1, 2015, who meet the years-of-service and age requirements stated in Section 4.3.A., and who retire, shall receive District medical coverage similar to current employees to age sixty-five (65) only if they have attained at least age fifty-five (55) and have served at least ten (10) 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 sixty-five (65).
- 4.3.E. New faculty members hired on or after July 1, 2015, will not be eligible for retiree health benefits.
- 4.3.F. Any contract faculty member serving the District at the time of retirement who does not qualify for retiree health benefits as a result of a provision in Section 4.3, and who has retired through the CalSTRS or CalPERS system, shall upon retirement, have the option of retaining membership in the District's group medical insurance plan and/or Medicare supplement plan, for themselves and eligible dependents, with premiums to be paid directly to the 3rd party insurance provider by the retiree and consistent with the 3rd party insurance provider plan rules.
- 4.3.G. Faculty members receiving a California State Teachers' Retirement System (CalSTRS) disability allocation, and who, immediately prior to receiving the disability allocation, was employed by the District shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.
- 4.3.H. Eligibility and benefits shall be as specified in the District's then-existing group medical insurance plan.
- 4.3.I. Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age fifty-five (55) with a minimum of ten (10) years of service.

4.4 Benefits Committee

- 4.4.A. 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.

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- 4.4.A.(1) 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.
- 4.4.A.(2) The Health Benefits Committee may solicit bids from health care providers, plans, and insurance carrier.
- 4.4.B. The Health Benefits Committee shall be composed of an equal number of Federation and management representatives, not to exceed five (5) each. The committee shall, as soon as possible, establish written by-laws for conducting its functions as set forth in this Agreement.
- 4.4.C. The Federation shall receive up to 1.0 FTEF annually which may be taken by the committee's faculty representatives as reassigned time or as an equivalent hourly stipend.

4.5 Special Pre-Retirement Program

- 4.5.A. Tenured faculty members shall be eligible for special pre-retirement under the following conditions:
 - 4.5.A.(1) The faculty member shall have reached the age of fifty-five (55) prior to the reduction of workload.
 - 4.5.A.(2) The faculty member shall have completed at least ten (10) years of service credit prior to the start of the academic term of the first year in which the member's workload is reduced.
 - 4.5.A.(3) During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position performing credible service under the Defined Benefits program for a total of at least five (5) years without a break in service.
 - 4.5.A.(3)a. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service.
 - 4.5.A.(3)b. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 4.5.B. 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.
 - 4.5.B.(1) Such agreement shall be consistent with the provisions of this Article.
 - 4.5.B.(2) The agreement can be revoked or amended with the mutual consent of the District and the faculty member.
- 4.5.C. Faculty members in the pre-retirement program shall be paid a salary which is the pro-rata share of the salary they would be earning had they not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.

- 4.5.C.(1) The District and the faculty member on the program shall agree to make contributions to CalSTRS equal to the amount that would have been contributed if the faculty member had remained in full-time employment.
- 4.5.D 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.
 - 4.5.D.(1) 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.
- 4.5.E. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during their final year of service in a full-time position.
 - 4.5.E.(1) In order to qualify for CalSTRS, a faculty member on the pre-retirement plan may not teach less than fifty percent (50%) of a full-time load in a given year. The fifty percent (50%) load may be assigned full-time for one (1) full semester or one-half time for a full academic year.
 - 4.5.E.(2) The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.
- 4.5.F. The total number of years of reduction of workload shall not exceed ten (10) years. The faculty member must agree to retire and terminate their services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed ten (10) years.
- 4.5.G. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the academic year during which the faculty member reaches their 70th birthday.
- 4.5.H. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following academic year.
- 4.5.I. 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 extra-hourly.

4.6 Employees' Assistance Program

- 4.6.A. The District will provide an Employees' Assistance Program (EAP) at zero cost to each employee.
- 4.6.B. The program shall be available to all contract and non-contract faculty.
- 4.6.C. Referrals to the EAP may be made by supervisors, family members, or peers.
- 4.6.D. Requests for EAP services shall be made by the employee who is to receive the services.
- 4.6.E. Such requests shall be confidential and no written record of any such requests shall be maintained by any College and/or District personnel.
- 4.6.F. No employee is required to avail themselves of these services.

4.7 125 Plan and Life Insurance

- 4.7.A. The District agrees to continue offering a 125 Plan for contract and non-contract employees.
- 4.7.B. The District shall provide to all contract faculty members who meet the eligibility

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requirements in Section 4.2.D group term life insurance in the amount of fifty thousand dollars (\$50,000).

4.8 Retirement Options for Non-Contract Faculty

- 4.8.A. Each non-contract faculty member not currently enrolled in CalSTRS, nor required to do so by law, may elect to become a member of Social Security or CalSTRS. Non-contract faculty have the additional option of the CalSTRS Cash Balance Plan.

- 4.8.B. Employee and employer contributions to Social Security and CalSTRS will be according to law.

4.9 Miscellaneous Provision Related to Change in Health Plan in 2023-2024

- A. District authorizes a one-time off-schedule payment in the amount of \$900 to each unit member enrolled in the CalPERS medical plans as of September 1, 2023.**

For the Ventura County
Community College District



Laura L. Barroso, Vice Chancellor
Human Resources

For the Ventura County Federation of
College Teachers, AFT Local 1828, AFL-CIO

 **9.8.23 - 5:00 PM**

Nathan Cole
AFT Chief Negotiator, AFT Local 1828



Catherine Bojorquez, Interim Vice Chancellor
Business and Administrative Services