

ARTICLE XII

HEALTH AND WELFARE BENEFITS

Tentative Agreement – 9.7.23 – 4:05PM

- 12.1 The District will, during the term of this Agreement, and subject to the remaining provisions of this article, continue to provide medical benefits options for eligible employees, dependents, and domestic partners, under the existing plans or under such plans providing at least equivalent benefits as the District may designate after meeting and discussing with the Union.
- 12.2 The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to enroll eligible employees and their dependents and domestic partners in life insurance, dental, and vision coverage—under the existing plans, or under such plans as recommended by the Administrators Supervisors Confidential Classified (ASCC) Committee, and approved by the SEIU and the District. The District shall pay for the premiums of all life insurance, dental and vision plans.
- 12.3 The employee bears the responsibility for meeting all requirements for eligibility in any plans offered by the District and for properly completing enrollment and/or application forms. All regular full-time, and fifty (50) % or more regular part-time, employees are eligible for the benefits as outlined in this article. Regular seasonal employees as defined in Section 2.3, employees less than 50% FTE, provisional, and limited-term employees are not eligible for benefits as outlined in this article.
- 12.4 **Health and Medical Benefits for Current Employees**
- a. The District currently provides a contribution toward the cost of any eligible medical plan for employees and eligible dependents. The District's contribution to the caps/maximum shall reflect the total premium for either the **PPO 90C Plan** or the Kaiser HMO, whichever is higher.
 - b. Any changes in the District's contribution shall be as a result of subsequent negotiations between the parties.
 - c. Plan design modifications shall be determined by a committee with representation from the Union, management, and other non-represented groups. Failure to reach consensus will result in plan design modifications made upon agreement between the Union and the District.
- 12.5 For the period of January 1, 2024 through June 30, 2024, employee cash back payments shall be as defined below.
1. For employees who enroll in plans which are most comparable to their current plan.
 - a. If the new monthly premium cost is less than the new monthly base employer contribution, the employee shall receive additional monthly compensation which is the greater of:
 - i. The difference between the new monthly premium cost of the new,

- comparable plan and the employer’s new monthly contribution, up to a maximum of \$200 per month; or,
 - ii. The cash back amount the employee was receiving monthly when enrolled in CalPERS (i.e. up to a maximum of \$200 per month).
 - b. If the new monthly premium cost is equal to the new employer’s monthly base contribution, there shall be no cost, or additional compensation provided, to the employee.
2. For employees who enroll in plans which are not comparable to their current plan.
- a. If the new monthly premium cost is less than the new monthly employer base contribution, the employee shall receive additional monthly cash back in the amount of the difference, up to a maximum of \$200 per month.
 - b. If the new monthly premium cost is more than the new monthly employer contribution, the employee monthly contribution shall be the difference between the monthly premium cost and the employer contribution.
 - c. If the new monthly premium cost is equal to the new employer’s monthly base contribution, there shall be no cost, or additional compensation provided, to the employee.

For the purposes of this agreement, the following shall be considered comparable plans as indicated in the chart below.

CalPERS Plan	SISC Plan
PPO Anthem Gold	SISC PPO 80G \$20
HMO Kaiser	SISC Kaiser HMO \$10 OV/\$10RX)
HMO Anthem Select	SISC Anthem HMO Premier 10, \$5RX(Select)
HMO Blue Shield Trio	SISC Anthem HMO Premier 10, \$5RX(Select)
HMO United Healthcare	SISC Anthem HMO Premier 10, \$5RX(Select)
HMO Blue Shield Access+	SISC Anthem HMO Premier 10, \$5RX(Full)
HMO Anthem Traditional	SISC Anthem HMO Premier 10, \$5RX(Full)
PPO Anthem Platinum	SISC PPO 90C

3. For employees who continue to decline coverage.

Should a full-time employee be a covered dependent under another comprehensive employer group medical plan, the employee will have the choice to enroll, or not, in a District sponsored medical plan through December 31, 2023. Current benefit eligible employees who have elected to opt out of coverage under the CalPERS plan and are receiving \$300 per month cash in lieu back to their paycheck upon verification of other coverage for the term of this agreement may continue to receive \$300 cash in lieu back to their paycheck so long as they continue to waive coverage under the SISC plan. If at any time a benefit eligible employee chooses to select coverage through

SISC, the \$300 per month cash in lieu option will no longer be available.

12.6 For purposes of this Article, a full-time assignment is defined as employment for 30 hours or more per week for a twelve-month period (1560 hours per year).

a. The District's contribution level shall be:

FTE	District Contribution Level
75 - 100% (1560-2080 hours/year)	The District will pay the full year contribution as set forth in Section 12.4.a.
50 - 74% (1040-1559 hours/year)	Prorated to match percentage of assignment. (Ex: if the employee's assignment is 60% of an FTE, the District shall contribute 60% of its contribution as set forth in Section 12.4.a.)
Below 50% (less than 1040 hours/year)	No contribution.

b. Employees whose hours are reduced maintain their level of benefit coverage for 90 days after receiving notice of a reduction in hours.

c. Employees hired prior to July 1, 2023, shall not have their current level of benefit coverage reduced as a result of the provisions of this article.

12.7 The District's premium contribution for employees absent due to illness or injury of the employee shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.

12.8 If, during the term of this Agreement, the District plans to secure coverage under a joint power agreement or determines to solicit bids for alternative medical, vision, or dental benefit plans it shall, prior to advertising such bids, consult with the SEIU to assure that the bid specifications provide the levels of benefits provided by current plans.

12.9 Health and Medical Benefits for Retirees

All employees, regardless of their date of hire, shall be subject to the current eligibility requirements of the District's health, dental and vision insurance plans. The District's contribution for premiums and other contributions shall also be subject to the requirements of its health, dental and vision plans, and shall be augmented for retirees as provided below:

a. Employees hired prior to July 24, 1990, who are employed by the District at the time of retirement, shall be retained on the District health, dental and vision insurance which is in effect for active employees, with premiums paid by the District in accordance with Sections 12.4, provided that such persons have a minimum of ten (10) years of service with the District and have attained an age and years of service equal to or greater than seventy-five (75). The minimum age for retirement is fifty (50). Any modifications to the plans or contributions

required of active employees shall be required of retirees.

The District shall conduct exit interviews, prior to employee's retirement, during which time medical coverage is explained, and eligible employees hired prior to July 24, 1990, are encouraged to enroll in Medicare. If and when retiree eligibility for District health insurance requires Medicare enrollment, the District shall make whole any and all expenses incurred by retirees to comply with such a requirement.

- b. Those retired individuals who meet the conditions listed in "a." above, who were hired July 24, 1990, or after, shall be provided with a Medicare Supplemental Plan at the age of sixty-five (65). Premiums for such Medicare Supplemental Plan shall be in the amounts established in Sections 12.4. The District shall conduct exit interviews, prior to employee's retirement, during which time medical coverage is explained and eligible employees are advised of their obligation to enroll in Medicare Parts A and B.
- c. Eligible employees hired between July 1, 2000, and June 30, 2005, who meet the age and years of service provisions of this section, and who retire, shall be retained on the District medical, dental and vision plans to age sixty-five (65) subject to Sections 12.4. Upon attainment of age sixty-five (65), or eligibility for Medicare, those retirees have the option of conversion to the District's Medicare Supplemental Plan, with premiums paid by the retiree.

Employees hired on or after July 1, 2005, and who have a minimum of ten (10) years of service, and who meet eligibility requirements for retirement, may continue to participate in the District health plans to age sixty-five (65), with the cost paid by the retiree, unless other payment is required by the current District health plans. Upon retirement, all employees hired before or after July 1, 2005, shall be eligible to enroll in retiree health insurance, subject to the provisions of this Agreement and the eligibility requirements of the District's health plan.

Classified employees receiving a PERS disability allocation and who, prior to receiving the disability allocation, have served the District a minimum of ten (10) years, shall have the option of retaining membership in the District's group health insurance plan, with premiums to be paid by the individual, subject to the provisions of this Agreement.

- 12.10 For the term of this Agreement, this Article shall be subject to the provisions of Article XXI.
- 12.11 If, during the term of this Agreement, the District agrees with another bargaining unit to more favorable health and welfare benefits than that negotiated with SEIU herein, the District will grant equivalent benefits to SEIU-represented employees. As provided in this section, a "more favorable health and welfare benefits" shall include, and not be

limited to, the employer's monthly premium contributions. Furthermore, "equivalent benefits" shall be determined by the difference, if any, based on total health and welfare benefit dollars per full-time equivalent employees (FTE).

12.12 The parties agree to reopen Article XII as part of the 2024-2025 reopener negotiations.

For the Ventura County
Community College District

**Laura
Barroso**

Digitally signed by Laura
Barroso
Date: 2023.09.08
12:29:49 -07'00'

Laura L. Barroso, Vice Chancellor
Human Resources

For the Service Employees
International Union, Local 99



Michael Haberberger, Chief Negotiator



Maria Urenda, Chief Steward