

ARTICLE 10 : BENEFITS

10.1 BASIC MEDICAL PLAN. Effective August 1, 2010 the District shall contribute \$683.18 tenthsly toward payment of the premium of a medical plan selected by the full time employee. The medical plan chosen shall be one of those offered by PERS under the Public Employees Medical and Hospital Care Act. This basic contribution by the District shall be increased August 1st each year by five percent (5%) of the previous year's premium for Kaiser Medical Plan two party coverage.

10.1.1 Those full-time faculty eligible for health benefits who can prove other health care coverage may elect to decline coverage by the District.

Any such faculty member will be paid \$2,000 per year; this money may be used for any purpose and will be taxable to the employee. This money will be paid one-half at the end of each semester in a lump sum payment. Once health benefits are declined, no change may be made during the benefit year unless authorized under PERS approved exceptions to open enrollment period elections.

Any faculty member who declines coverage MUST renew that declination each year during the open enrollment period and provide proof of continuing health coverage.

10.2 SUPPLEMENTAL BENEFITS PLAN. The District shall provide as a supplemental benefit plan for full time employees an amount equal to the difference between the basic medical plan and the total cost of a medical, dental, and vision insurance care plan selected by the employee for the employee and his/her dependents.

Effective January 1, 2013, the District's contribution for medical insurance shall not exceed the cost of the highest non-PERSCare plan offered by PERS to District employees. If the faculty member selects the PERSCare Coverage plan, the faculty member shall pay the difference between the PERSCare premium and the premium for the highest non-PERSCare Coverage plan.

10.2.1 The following provision shall apply to: (a) any faculty member who switches coverage from PERSCare to PERSCchoice during the 2012 open enrollment period; (b) any faculty member who had PERSCare in 2012 and switches to PERSCchoice in a subsequent year; (c) any faculty member who had PERSCchoice in 2012; and (d) to any retired faculty member receiving early retiree supplemental benefits as of January 1, 2013. Effective starting January 1, 2013:

(a) To prevent any catastrophic loss to any such faculty member from switching plans, the District shall reimburse the faculty member for out-of-pocket expenses in excess of \$250.00 in any calendar year incurred by the faculty member and his/her eligible dependents resulting from exceeding a maximum coverage level imposed by PERSCchoice plan that is not contained in PERSCare plan. As of 2012, differences exist in

the following areas: Chiropractic/Acupuncture Services; Physical Therapy; Occupational Therapy; Home Health Care; Outpatient Pulmonary Rehabilitation; and Skilled Nursing Facility Care. These differences may change in future years as determined by PERS.

(b) This Section shall not apply to additional expenses incurred because of different co-pays, deductibles, or out-of-pocket maximums. In connection with any eligible additional expense where the services are provided by a non-PPO provider, the District shall only be liable for the amount that would have been incurred had the services been provided by a PPO provider.

(c) If the District can achieve savings by enrolling the affected faculty member into PERSCare fully paid by the District, the District has the right to do so at the next open enrollment period. If the faculty member declines to sign the necessary documents to change plans, the District's obligation under this Section 10.2.1 shall terminate.

(d) In the event PERSCare is no longer offered, the District's obligation under this Section 10.2.1 shall terminate.

(e) The Faculty Association and the District will develop a process for implementing this catastrophic provision.

10.3 Probationary and tenured faculty employed less than full time shall receive a prorated share. The portion not paid by the District shall be reflected in the Supplementary Benefit Plan payment.

10.4 PERS medical plan premiums shall be converted from monthly to tenths by multiplying the monthly rate established each August by 12 and dividing by 10. The resulting rate shall be used for payroll reporting purposes starting in October and ending in July. Actual enrollment dates and termination dates are to be as required by PERS on a twelfthly basis.

10.5 Part-time Employees

10.5.1 Part-time employees who are members of the unit, who have been employed two previous semesters within the last six semesters, and as of Monday of the third week of the semester who have teaching assignments of five hours or more per week for the semester, or as of Monday of the fifth week of the semester are assigned the equivalent of five hours or more per week of a non-teaching assignment shall be eligible to receive Kaiser medical insurance.

The District shall contribute an amount equal to the single party Kaiser Health Maintenance Plan premium not under PERS. In lieu of the Kaiser plan, eligible employees may elect a composite dental or vision plan. Employees who lose non-District-provided coverage as a result of divorce or death of a spouse shall be allowed to change their election; otherwise changes to election of Kaiser or dental or vision plans are limited to the open enrollment period.

If a part-time faculty elects the Kaiser medical insurance, he/she may purchase at his/her cost, coverage for dependents, the composite dental, and/or vision insurance plan.

If a part-time faculty elects the composite dental or vision plan in lieu of the Kaiser plan, he/she may purchase at his/her cost, coverage for the plan not covered by the District's contribution.

All premiums paid by any faculty for the purpose of purchasing health insurance shall be pre-tax.

10.5.2 In the event that during the college year a covered employee's load drops below the number of hours stated in 10.5.1 but is at least three hours per week during that semester, the employee's coverage shall continue through that college year, except in cases where the employee requests the reduction in load.

Effective with the fall 2000 semester, once a part-time faculty member becomes eligible for health benefits as set forth in section 10.5.1, if the part-time faculty member falls below the required 5 hours (except when a reduction in hours is voluntarily requested by the faculty member) he/she shall retain eligibility for at least two semesters.

10.5.3 This benefit does not apply to full time employees of the District who teach overload classes.

10.6 Tenured faculty members who retire from the District will be eligible to be covered under the PERS medical plan for retirees. Each year the contribution by the District shall equal the amount allocated for the Basic Medical Plan for active full-time employees as described in section 10.1, converted to a 12-month basis.

In addition to the benefit in the preceding paragraph, the following additional benefit shall be provided to tenured faculty members who retire on or after January 1, 2013 and are eligible to purchase or receive Medicare:

(a) The District shall pay the full cost of the premium for any CalPERS plan other than PERSCare for the retiree and his/her eligible dependents. A retiree can choose to select the PERSCare plan. However, if the amount allocated for the Basic Medical plan does not cover the full cost of the PERSCare plan premium selected by the retiree, the retiree shall pay the difference between the PERSCare premium selected and the premium for the corresponding highest non-PERSCare plan. This additional benefit shall expire on January 1, 2024.

(b) The District shall pay the full cost of the premium of the dental and vision insurance care plans selected by the retiree for the retiree and his/her eligible dependents. The dental and vision insurance care plans offered to retirees shall be the same as those offered to active employees.

- 10.7 Tenured faculty members who retire at or after the age of 55 years, and have at least 10 years of paid service with the District immediately prior to retirement, will participate until they are eligible to purchase or receive Medicare, in the supplementary benefit plan provided to active full-time faculty members and their dependents or domestic partner, as described in section 10.2. For faculty whose retirement date is prior to January 1, 2013, the District will continue to provide payment for PERSCare coverage.
- 10.8 The District will maintain the Trust with CalPERS that has already been established to prefund retiree health benefits. The District will make an additional contribution of \$2 million to the Trust from the designated reserve. Each fiscal year starting in 2013-14, the Superintendent/President's proposed budget will recommend an additional amount, if any, to be paid into the Trust with CalPERS.
- 10.9 "Retiree" shall be interpreted to include the surviving spouse or domestic partner of the retiree in the event the retiree dies while covered by this provision. If a spouse survives the retiree and is covered other than under the STRS unmodified option, the surviving spouse will receive benefits described in 10.6.
- 10.10 Faculty members hired after January 1, 1989, must have ten years of paid service with the District in order to be eligible for the District's retiree medical plan. In the case that this provision is in conflict with existing state law, it shall be held in abeyance.
- 10.11 Bargaining unit members will be permitted to participate in IRS Code Section 125 plans. Seminars and enrollments shall be conducted by no later than November for the forthcoming year. Times and dates for such seminars and enrollment period shall be convenient for faculty members and shall be approved by the Association. Timely notice will be provided by the District.
- 10.12 Active and retired Faculty shall be allowed to audit up to two courses per year at Santa Monica College provided the instructor of the class agrees and a regular student is not displaced. Audit fees for the class shall be waived.
- 10.13 The District will provide an opportunity for eligible employees to elect Medicare coverage as provided by Assembly bill 265. The election must be made prior to June 30, 1995 and will be irrevocable. The District and the employee will each contribute 1.45% into Medicare coverage for those faculty who properly elect and are eligible for this benefit.

10.14 Life Insurance

The District will provide \$50,000 term life insurance coverage for each full-time faculty member during the period of his/her employment only. Life insurance policies will become effective on October 1, 1997.

10.15 Domestic Partner Coverage: Health, Dental and Vision:

The District will fully implement the provisions of Chapter 588, Statutes of 1999, pertaining to domestic partner enrollment under PERS health plans offered by the District. In addition, the District will permit domestic partners to enroll as dependents under any non PERS health plan (e.g. Kaiser) and Dental and Vision. For purposes of enrollment in non PERS health, dental and vision plans, the definition of domestic partner will be as established pursuant to Chapter 588, Statutes of 1999. Domestic partners will be eligible for any benefits in the retirement period to which spouses or surviving spouses are eligible under the provisions of this Agreement.

10.16 State Disability Insurance

Upon the affirmative vote of the part-time faculty, all part-time faculty shall participate in the California State Disability Insurance (SDI) program through payroll deductions. The SDI program shall be funded entirely through employee contributions with no financial impact on the District (other than the administrative cost of establishing the payroll deduction). In the event that a change occurs in the SDI program to require a contribution by the District, the Association and the District agree to re-open negotiations on this Section.

Part-time faculty employees shall be eligible for the following benefits upon the implementation of the SDI program:

State Disability Insurance (SDI): After the exhaustion of sick leave provided under Article 17, the part-time faculty employee shall be eligible to file with the Employee Development Department (EDD) for disability benefits in accordance with SDI filing dates and processes; and,

Paid Family Leave (PFL): Part-time faculty employees who must be absent from scheduled duties to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child shall be eligible to file with the Employee Development Department (EDD) for paid family leave benefits in accordance with SDI filing dates and timelines and definition of "serious health condition."

It shall be the responsibility of the part-time faculty employee to file for SDI benefits in accordance with EDD statutes and regulations, and the District shall have no responsibility for interpreting SDI regulations and timelines or ensuring that the part-time faculty employee acts in compliance with them. Questions about SDI coverage shall be directed to the Employment Development Department.

10.17 The Santa Monica Community College District ("District" or "administration"), the Santa Monica College Faculty Association ("Faculty Association") and the California School Employees Association, Chapter 36 ("CSEA") hereby agree to creation of a joint Collegewide Benefits Committee. The role of the committee is to contain the cost of the District's health benefits program while maintaining the quality of the benefits available to the employees, retirees, and

eligible dependents. Prior to commencing negotiations on anything contained in Article 10, the Benefits Committee shall be given an opportunity to make a recommendation on the subject matter. During the first week of the Fall or Spring semester, either party may request that the Benefits Committee make a recommendation on the subject matter. The Benefits Committee shall make a recommendation by the end of the semester following the semester in which the request is made. This deadline may be extended by one semester by agreement of the co-chairs of the Benefits Committee; the co-chairs shall agree to such an extension when reasonably necessary to allow the Benefits Committee to complete its work. In the event that a recommendation is not received within the required time period, either party may request negotiations on the subject matter. Nothing in this article is intended to allow either party to be able to reopen this article.