

Article 22  
**PAID BENEFITS**

**Eligibility**

- 22.1 Each qualified faculty employee shall be eligible to enroll in District-sponsored health benefit plan/s as specified in this article. A “qualified faculty employee” is one who:
- 22.1.1 Is either a contract or regular faculty employee or a full-time temporary faculty employee appointed for a period of at least one year; and
  - 22.1.2 Is employed at least half time; and
  - 22.1.3 Has been in paid status during the month preceding the month covered by the benefits.

A faculty employee shall be deemed to be in paid status during any recess if the employee is scheduled to return to paid status at the end of the recess. In addition, a faculty employee shall be deemed in paid status after the end of the academic year if the employee is scheduled to return to paid status in the next academic year.

**Medical, Hospital, and Prescription Benefits – General**

- 22.2 Each qualified faculty employee shall either (a) select one of the options offered under CalPERS at least annually for the faculty employee and his or her eligible dependents during the established open enrollment period or periods; or (b) waive coverage as described in Section 22.7 for the faculty employee and his or her eligible dependents during the open enrollment period or periods.
- 22.3 Effective July 1, 2012, CalPERS shall be the provider for all District health insurance plans for all qualified employees and their eligible dependents.
- 22.3.1 An Open Enrollment period shall be held in accordance with CalPERS established procedures and timelines, currently annually during the fall period of September/October, during which employees may each elect a plan of coverage for the employee and his/her eligible dependents. Benefit plan elections shall become effective in accordance with CalPERS rules at the beginning of the next Plan Year, currently January 1 of the following calendar year.
    - 22.3.1.1 Once enrolled in a plan, employees shall be barred from changing their enrollment except during Open Enrollment or a Special Enrollment necessitated by an employee’s “qualified life event” as defined by Sections 125 and 129 of the Internal Revenue Code and in accordance with CalPERS regulations and District policies and procedures.

- 22.3.2 Effective with this provider change, the health benefit Plan Year shall be in accordance with CalPERS regulations, currently January 1 through December 31.
- 22.3.3 The CalPERS Select Plan shall be the “basic” plan, i.e., the plan on which the District contribution to the employee’s health benefit coverage is established. The other CalPERS plans shall be a “buy-up.”
- 22.3.4 All plans shall require employees to contribute for each plan choice and tier placement as described below.
  - 22.3.4.1 Contribution rates in each plan shall have three tiers: employee-only; employee plus one; employee plus family. The rate for each tier shall be based on a proportional formula: employee only = employee only rate x 1; employee plus one = employee only rate x 2; employee plus family = employee only rate x 3.
- 22.3.5 If a subscriber opts out of dental and vision coverage, described in Section 22.8 and 22.9, employee contribution rates shall be reduced by a flat \$5, regardless of tier (employee-only, employee plus one, employee plus family).

**Plan Choices and Employee Monthly Contribution Rates**

- 22.4 Brief information on the CalPERS plans, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS Health Benefit Summary published annually and available online at <http://hr.fhda.edu/benefits/medical>.
- 22.5 Employees shall be required to pay the respective monthly premium for the plan selected. Rates for each plan and tier are expressed monthly, i.e., 1/12<sup>th</sup> of the employee annual contribution, and are available online at <http://hr.fhda.edu/benefits/medical>.

**Payroll Deductions**

- 22.6 Employee contributions shall be recovered through twelve (12) equal monthly payroll deductions. For faculty employees on less than 12-month contracts, i.e. 10- and 11-month contracts, the contributions required during the non-contract month(s) shall normally be deducted from the first paycheck following the non-contract month(s), typically, the following September. In the event the required monthly contribution exceeds compensation in any regular pay period, the employee shall have the responsibility for paying the District directly for the uncovered amount in accord with the Plan Compliance timelines and procedures.

**Waiver of Coverage**

- 22.7 Employees may elect to waive coverage in accordance with the District's open enrollment process for the subsequent plan year.

- 22.7.1 An opt-out election shall remain in effect during the entire Plan Year, and the employee may not re-enroll in a CalPERS plan except during Open Enrollment or as a consequence of an IRS Section 125 qualifying event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

### **Vision Care Benefits**

- 22.8 Qualified employees and their eligible dependents shall have the option of enrolling in vision coverage offered by the District. The respective monthly contribution rates specified in Section 22.3 for all plans include the cost of vision coverage by VSP.

### **Dental Care Benefits**

- 22.9 Qualified employees and their eligible dependents shall have the option of enrolling in dental coverage offered by the District. The respective monthly contribution rates for all plans include the cost of dental coverage by Delta Dental. The maximum benefit shall be \$1,700 for each enrollee in each calendar year for services provided by a Delta Dental "In-Network" dentist, or \$1,500 for each enrollee in each calendar year for services provided by other Out-of-Network "Premier" dentists.

### **Life Insurance Benefits**

- 22.10 The Board shall provide each qualified faculty employee under age 70 with \$50,000 level-term life insurance benefits.

### **Long-term Disability Insurance Benefits**

- 22.11 The Board shall provide each qualified faculty employee with a long-term disability benefit as follows:
- 22.11.1 For employees disabled on or after January 1, 2008 the insurance shall provide a benefit equal to  $66\frac{2}{3}$  percent of the employee's "Basic monthly earnings" on the date he or she became disabled, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12 of the employee's annual contract salary.
  - 22.11.2 The benefits shall be payable after the end of all accumulated sick leave and extended sick leave under Article 16.
  - 22.11.3 For employees with five or more years of STRS/PERS credited service, benefits shall be payable up to 24 months from the date of LTD determined disability. If the period of disability extends beyond the allowable benefit period, the employee may continue his or her disability allowance payments from STRS/PERS.
  - 22.11.4 For all employees not included under Section 22.11.3, the benefit shall be payable from the date of LTD determined up to the maximum age as defined by the LTD Maximum Duration Benefits Table.

### **Employee Assistance Program**

22.12 The Board shall provide an employee assistance program for each qualified faculty employee and his or her eligible dependents. The Board and FA shall maintain procedures that the Board will follow in making formal referrals to the EAP. Administrators shall consult with the District Office of Human Resources for guidance on following the procedures before initiating a formal referral. A copy of the procedures shall be included in the faculty handbook at each college.

### **Benefits During Unpaid Leave of Absence**

22.13 A qualified faculty employee who is granted an unpaid leave of absence and thereby is not qualified for paid benefits under Section 22.1 may continue to receive benefits by making payment in advance for the full premium or its equivalent in accordance with District and CalPERS Health Plan procedures. The cost of continuing benefits shall be based on the premium amount of the plan and tier elected plus any administrative premium(s) assessed in accordance with plan provisions.

### **Same-Sex Domestic Partners**

22.14 The District and FA agree that same-sex domestic partners shall be included under this article. The procedures for application, qualifications, duration, and other appropriate provisions are specified in Appendix L of this *Agreement*.

### **Cost Containment Efforts**

22.15 FA and the Board reaffirm that health benefit cost containment efforts remain a high priority for the parties. As a result, FA and the Board shall continue to negotiate appropriate cost containment and quality assurance measures during the life of this *Agreement* based on the recommendations of the Joint Labor Management Benefits Council (JLMBC).