

ARTICLE 15

HEALTH & WELFARE BENEFITS

15.1 Eligibility

The District shall provide insurance benefits to each probationary or permanent supervisor as specified in this article.

- 15.1.1 A supervisor must be in paid status to be eligible for benefits.
- 15.1.2 A newly hired supervisor is not eligible for benefits until the month following the month of the supervisor's hire date within the District.
- 15.1.3 A supervisor must work at least half-time or at least fifty percent (50%) of the hours constituting a full-time assignment to be eligible for benefits.
- 15.1.4 A classified supervisor shall be deemed to be in paid status during any recess or intersession if the supervisor returns to paid status at the end of the recess or intersession. If a supervisor does not return to paid status at the end of the recess or intersession due to resignation or termination of employment, any costs incurred by the supervisor during the recess or intersession will not be compensated under the District's insurance plans.
- 15.1.5 A disabled supervisor receiving long-term disability payments under section I shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified supervisor for the purpose of receiving health benefits for three years provided the supervisor has been employed by the District for at least five (5) years.

15.2 Health, Dental and Vision Benefits

- 15.2.1 Effective July 1, 2010:
 - 15.2.1.1 Each eligible supervisor shall enroll in one of the following health insurance plans (the provisions of each plan are set out in the appendices):
 - Kaiser Foundation (HMO) Health plan, or
 - Exclusive Provider Organization (EPO) Medical Plan, or
 - Preferred Provider Organization (PPO) Medical Plan.
 - 15.2.1.2 The District shall provide dental care benefits for each eligible supervisor and his or her eligible dependents.
 - 15.2.1.3 The District shall provide vision care benefits for each eligible supervisor and his or her eligible dependents.

15.2.2 Opt Out

15.2.2.1 Effective July 1, 2010, a supervisor who certifies health insurance coverage under another non-District health insurance plan may opt out of participation in the District's health insurance plans.

15.2.2.2 The certification must be provided prior to the beginning of the Plan Year (PY) 2010-2011 and the opt-out election shall remain in effect during the entire PY 2010-2011. The opt-out provision shall be extended for PY 2011-2012.

15.2.2.3 If a supervisor experiences an IRS Section 125 qualifying event during PY 2010-2011 or during PY 2011-2012, the supervisor will be permitted to change the election.

15.2.2.4 The parties will conduct a review of the effects of the opt-out provision and may, by mutual agreement, continue the provision to subsequent plan years.

15.2.3 Supervisor Contribution

15.2.3.1 The amount of the monthly supervisor contribution for the option in 15.2.1.1 selected by a full-time supervisor shall be as follows from July 1, 2010 through June 30, 2012:

<u>PLAN</u>	<u>SUPERVISOR CONT.</u>
PPO Active and Retiree	
Single	\$120
2 Party	\$240
Family	\$360
EPO Active and Retiree	
Single	\$48
2 Party	\$96
Family	\$144
Kaiser Active and Retiree	
Single	\$48
2 Party	\$96
Family	\$144

15.2.3.2 Each part-time eligible supervisor who works at least fifty per cent (50%) of the hours constituting a full-time assignment will be responsible to make a monthly contribution in addition to the monthly contribution associated with the chosen health insurance plan option. The amount of the additional monthly contribution will be the employee per month cost (PEPM) established for the

PY times the percentage the supervisor's work assignment is less than a full-time assignment.

- 15.2.3.3 The supervisor contributions will be recovered through monthly payroll deductions. In the event any monthly payroll amount is insufficient to cover a supervisor's contribution, the supervisor shall be responsible to pay the District directly for the unrecovered amount by the first day of the month of coverage.

15.3 Employee Assistance Program:

The District shall provide an employee assistance program for each supervisor and his or her eligible dependents. The District shall maintain approved procedures in making formal referrals to the EAP.

15.4 Life Insurance:

The District shall provide a \$50,000 level-term life insurance benefit for each supervisor and a \$5,000 level-term life insurance benefit each eligible dependent.

15.5 Long-term Disability Insurance Benefits:

The District shall provide each eligible supervisor with long-term disability insurance as follows:

- 15.5.1 The insurance shall provide a disability payment equal to 66-2/3% of the supervisor's "basic monthly earnings" on the date he or she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the supervisor's annual contract salary.
- 15.5.2 The disability payment under the long-term disability shall begin after all accumulated sick leave and extended sick leave under Article 8 has been used.
- 15.5.3 For supervisors with five (5) years or more of STRS service and two (2) or more eligible children on the date of disability, disability payment shall be paid for one year from the date of disability for both accident and illness provided that the supervisor is sixty-nine (69) years of age or younger on the date of disability. If the period of disability extends beyond one year, the supervisor shall receive disability allowance payment from STRS.
- 15.5.4 For all supervisors not included under Section 15.5.3, the disability payments shall be payable for ten (10) years from the date of disability for both accident and illness provided that the supervisor is fifty-five (55) years of age or younger on the date of disability. If the supervisor is older than fifty-five (55) years on the date of disability, the maximum disability payment period shall be the same as that provided in the maximum disability payment schedule set forth in the District's income protection insurance plan.

15.5.5 A supervisor who has separated from the District due to medical reasons and is receiving long-term disability payments under Section 15.5 shall be eligible to receive health benefits under 15.2.1 for a period of three (3) years provided that the supervisor has been employed by the District for at least five (5) years prior to the supervisor's separation date.

15.6 Benefits During Unpaid Status

A supervisor who has been granted an unpaid leave of absence other than FMLA/CFRA is not eligible for paid insurance benefits under Section 15.2-15.5. However, the supervisor may continue to receive insurance benefits during the leave of absence by reimbursing the District in advance on a monthly basis for the full amount of the premiums for such insurance benefits.

15.7 Flexible Spending Account

The District shall offer supervisors the option to fund supervisor contributions to health insurance premium costs through the use of an IRC 125 plan.

15.8 Insurance Carriers and Benefit Administrators

The District shall maintain contracts with current insurance carriers and administrators of insurance benefit plans. Any change of carrier or administrator or level of coverage will be made only after consultation and mutual agreement between the parties to this Agreement.

15.9 Domestic Partners

15.9.1 Bona fide domestic partners aged over 18 of an unmarried eligible supervisor are eligible to receive health, dental and vision benefits under 5.2.1. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.

15.9.2 Domestic Partners are eligible for Retirement Medical Insurance and Life Insurance. Benefits will not be provided for dependents of the non-employee Domestic Partner.

15.9.3 "Eligibility Criteria for Domestic Partner Benefits" are contained in Appendix D. Additional information regarding eligibility criteria may be obtained by contacting the Human Resources Office.

15.9.4 Both the supervisor and the domestic partner must attest to certain facts by completing and signing a Domestic Partnership Affidavit, which includes an Affidavit of mutual responsibility. The "Affidavit for Enrollment of Domestic Partners" is contained in Appendix D. this Affidavit may have potential legal implications under California law, which has recognized that non-marital

cohabiting couples may privately contract with respect to the financial obligations of their relationship. Supervisors are advised to consult an attorney if they have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit.

15.9.5 The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.

15.9.6 The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is eligible for benefits.

15.10 Denial of Benefits

Notwithstanding any other provision of this article, an individual eligible to receive health insurance benefits under this article who is terminated or resigns may be denied such benefits if it is established that the individual engaged in felonious criminal activity involving District property or students or persons employed by the District and said activity occurred on District premises.

15.11 Negotiations

15.11.1 The health insurance benefits provided under this article shall remain in effect until July 1, 2012, and will not be subject to modification, revision, or termination by any future agreement negotiated between the District and the exclusive representative, except by mutual agreement.

15.11.2 The District and the Teamsters will open negotiations regarding health insurance benefits for PY 2012-2013, including plan design and the amount of contributions on July 1, 2011.