

ARTICLE 20. EMPLOYEE BENEFITS

20A. Group Insurance Benefits for Eligible Unit Members

20A.1 Group Plan Coverage

The District shall provide all eligible¹ Contract, Regular and Temporary unit members and their dependents with health, dental and vision coverage. Part-time (Adjunct) unit members shall be provided medical benefits according to [Article 20A.6](#). The District shall also provide life insurance and income protection plans to all eligible unit members. ~~With the exception of medical benefits provided Part time (Adjunct) unit members, these group benefit plans shall be fully paid by the District except that the District will contribute to the payment of health benefits an amount equivalent to the cost of the most expensive of the Health Maintenance Organization (HMO) plans in existence at the time of the signing of this Agreement. Coverage of all benefit plans shall be maintained at the current level or better unless negotiated otherwise by the Faculty Association and the District.~~

- a. The Faculty Association and the District agree to meet regarding cost containment of benefits.

Open enrollment for selection of health plans shall last for thirty (30) days unless negotiated otherwise by the District and the Faculty Association.

(1) The special open enrollment period in Fall 2011 shall be approximately fifteen (15) days.

- b. In addition, the District shall provide a pre-tax salary deduction program (IRS-125 Plan) subject to IRS approval for the purpose of: Part One, paying for dependent care; Part Two, health plan premiums and Part Three, other approved health-related expenses. Subject to IRS approval, the maximum amount that an employee may have deducted for Part One is \$5,000 in a plan year and Part Three shall be limited to \$3,000 for the plan year, though the amounts shown are subject to change pursuant to the Health Care Reform Act of 2009.

The District shall provide all unit members with a minimum thirty (30) day notice of the annual application deadline for these pre-tax salary deduction programs. This notice shall be provided via U.S. mail.

¹ For unit members with less than 100% contract, see 20A.2 and 20A.4.

- c. **Health and Welfare Benefits Medical Coverage:** The District and Faculty Association agree to health and benefit plans effective January 1, ~~2007~~ 2012 that will be revised as follows:

- ~~1. an office co-pay of \$5 for Blue Cross HMO and Kaiser;~~
- ~~2. \$5 generic/\$15 non-generic drug co-pays for Blue Cross HMO;~~
- ~~3. \$5 generic/\$15 non-generic drug co-pays for Kaiser;~~
- ~~4. \$5 generic/\$15 non-generic drug co-pays for Blue Cross PPO;~~
- ~~5. \$500 deductible for Blue Cross PPO.~~

~~If no generic drug is available the unit member has to pay the brand drug rate.~~

1. **“High HMO” Coverage:** Defined as the coverage level provided to unit members in 2010-11 (copays \$5 for office visits, and \$5 generic/\$15 non-generic for prescription drugs) unless modified by agreement of the District and Faculty Association. Unit members will contribute the following amounts for this level of coverage, up through and including academic year 2014-15, in the amounts shown below:

Note: If no generic drug is available the unit member has to pay the brand drug rate.

Monthly Premium Contributions for Kaiser “High HMO”

Premium Contributions for 2012-13 begin January 1, 2012*

Copays: Doctor Visits: \$5; and Rx: \$5 Generic/\$15 Brand

Coverage	2012-13*	2013-14	2014-15
EE	\$30	\$40	\$50
EE + 1	\$60	\$80	\$100
Family	\$90	\$120	\$150

Monthly Premium Contributions for Anthem Blue Cross “High HMO”

Copays and Premium Contributions for 2012-13 begin January 1, 2012*

Copays increment in years 2013 and 2014

2012-13: Office Visits: \$5 and Rx: \$5 Generic/\$15 Brand

2013-14: Office Visits: \$10; and Rx: \$10 Generic/\$20 Brand

2014-15: Office Visits: \$15 and Rx: \$15 Generic/\$25 Brand

Coverage	2012-13*	2013-14	2014-15
EE	\$60	\$70	\$85
EE + 1	\$120	\$140	\$170
Family	\$180	\$210	\$255

For Anthem Blue Cross “High HMO” coverage, it is understood that the premium contributions in years 2013-14 and 2014-15 are

predicated on raising copays for doctor visits and prescription drugs in increments not to exceed \$5 per year.

2. **“Low HMO” Coverage:** The District shall also offer unit members an alternate HMO plan for the carriers shown above. Premium contributions shall be no more than sixty percent (60%) of the amounts shown in section 1, above, for each carrier; however the plans will carry greater copays for doctor visits and prescription drugs. Basic characteristics of the plans are shown below for 2012. Plan The District and Faculty Association shall jointly select HMO plans to satisfy this provision for 2013-14 and 2014-15. The plan coverage will be as shown below, unless otherwise negotiated by the District and Faculty Association.

Target Monthly Premium Contributions for Kaiser “Low HMO”

*Copays for 2012-13 begin January 1, 2012**

Copays Expected: Office Visits: \$20; Rx: \$10 Generic/\$20 Brand

Coverage	2012-13*	2013-14	2014-15
EE	\$0	\$10	\$20
EE + 1	\$0	\$20	\$40
Family	\$0	\$30	\$60

Target Monthly Premium Contributions for Anthem “Low HMO”

*Copays and Premium Contributions for 2012-13 begin January 1, 2012**

Anthem “Low HMO” is initially the “Value HMO” offered to administrators

Office Visits: Initially \$30 Primary Care/\$40 Specialist

Prescription Drugs: Initially \$5 Generic/%15 Brand

Coverage	2012-13*	2013-14	2014-15
EE	\$30	\$40	\$50
EE + 1	\$60	\$80	\$100
Family	\$90	\$120	\$150

3. **Anthem PPO Coverage:** This District shall continue to offer the Anthem Blue Cross PPO. The copays and deductibles for this plan shall be commensurate with those in effect in 2010-11. The unit member selecting this plan shall contribute an amount equal to the difference between the PPO premium, and the full Anthem “High HMO” premium.

d. **Dental and Vision Coverage:** The District shall continue to pay the premiums for dental and vision plans for Regular, Contract, and Temporary unit members, providing coverage commensurate to the plans in effect during Academic Year 2010-11. Notwithstanding, the District will offer an enhanced dental plan with a higher cap on annual benefits, with the understanding that the unit member selecting that plan will pay the additional cost in premiums.

20A.2 Group Plan Eligibility for Contract, Regular and Temporary Unit Members

Contract, Regular and Temporary unit members who are in positions requiring certification qualifications, and who are fifty-percent (50%) of the service assignment of a full-time unit member in a similar or related position for a period of one semester or more, shall be eligible for group benefits cited in [Article 20A.1a](#) and [Article 20A.1b](#), providing said eligible unit members are deemed eligible pursuant to the terms and conditions of the policy or plan. Also see [Article 20A.4](#) governed by the eligibility and registration requirements in the State of California.

20A.3 Domestic Partners

For purposes of this Article 20A.3, the term “domestic partners” shall be defined to include those individuals who meet the requirements for domestic partnership which are set forth in California Family Code section 297.

The District shall conform to all State and/or Federal laws regarding domestic partnerships. In order to conform to such said laws, the employee and/or retiree must file with the Secretary of the State of California a Declaration of Domestic Partnership as stated in Family Code Section 297. Active employees who wish to cover a domestic partner on insurance plans offered by the District must also file with the State unless they do not qualify under State guidelines. In such instances, the employee will file an Affidavit of Domestic Partnership with the District. (See Appendix: [Domestic Partnership: Affidavit](#).)

~~For retirees, it is understood that this provision applies to same sex domestic partners. In addition, it is understood that e~~ Eligible benefits will be provided in the event an employee retires to another state and maintains documented eligibility consistent with the California Family Code Section 297.

a. Eligibility for Benefits:

Domestic partner benefits are available as provided by law to registered domestic partners. Benefits will be provided to the eligible dependents of registered partners as provided by law and the health benefit plans. Benefits consist of medical, dental and vision benefits only. Active unit members granted Domestic Partnership before August 2006 includes heterosexual couples. Effective, August 2006 new Domestic Partnerships shall be limited to and governed by the eligibility and registration requirements of the State of California.

b. Documentation:

Both the ~~worker~~ employee and the domestic partner must attest to certain facts by completing and signing the Affidavit, which implies an Affidavit of mutual responsibility. 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. The requirement of an Affidavit shall be waived for unit members who are registered as Domestic Partners with the State of California and provides a copy of this documentation to the District.

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

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

An “Eligibility Criteria for Domestic Partner Benefits” and the “Affidavit for Enrollment of Domestic Partners” are contained in Appendix: [Domestic Partnership: Affidavit](#).

c. Affidavit of Proof:

Domestic partners shall prepare an Affidavit of Proof for the District. This requirement of an Affidavit of Proof shall be waived for domestic partners who provide a copy of a valid State of California Domestic Partner Registration. Unit members who marry in the future shall similarly provide a copy of a Marriage Certificate.

20A.4 Period of Coverage and Payment of Premiums

a. Eligibility: 100% Contract, Regular, and Temporary Faculty

Contract, Regular and Temporary unit members with a 100% contract shall be entitled to group benefits for the entire school year, at the District’s contribution level as specified in [Article 20A.1](#) above. Contract and Regular unit members employed for less than an academic year shall be entitled to group benefits for the actual period of employment.

b. Eligibility: Less Than 100% Contract, Regular and Temporary Faculty

Contract, Regular and Temporary unit members with less than a 100% Contract, who are not on pre-retirement reduction of workload, shall have their benefit entitlement pro-rated in accordance with items (1) and (2) below. If a unit member is on pre-retirement reduction of workload, he/she shall receive full benefits in accordance with Article 19A.4b.

(1) **Full Year.** Eligible Contract, Regular, and Temporary unit members (see definitions in [Article 1C.1a-c](#)) who are employed fifty percent (50%) or more for the full academic year may choose to accept one or more group benefits and shall be entitled to the selected benefits for the entire fiscal year, but shall only be entitled to the percentage of District contribution

for the plan in which they are enrolled ~~share the premium charges~~ in the same ratio as their actual service assignment bears to a full-time (100%) assignment, with the unit member's share to be paid by personal payroll deduction.

- (2) **Partial Year.** Eligible Unit members employed for fifty percent (50%) or more for a period of less than an academic year, (two complete semesters) may choose to accept one or more group benefits for the ~~actual period of employment~~ entire fiscal year, but shall only be entitled to the percentage of District contribution for the plan in which they are enrolled ~~share the premium charges with the District~~ in the same ratio as their actual service assignment bears to a full-time (100%) assignment, with the unit member's share to be paid by personal payroll deduction.

c. **Tax Sheltered Annuity in Lieu of Benefits**

Should the eligible full-time unit member choose not to accept any medical plan or program as provided by the Board of Trustees, the District shall offer the unit member a ~~one two~~-hundred seventy-five dollars ~~(\$175)~~ (\$275) per month Tax Sheltered Annuity, subject to IRS approval. (See Appendix: [Tax Sheltered Annuity: Form: TSA Instead of Medical Benefits.](#))

- d. **Exemptions to Benefits.** Contract, Regular, and Temporary unit members employed for less than fifty percent (50%) of the service assignment of a full-time (100%) employee, or for a period less than a complete academic semester, shall not be entitled to group benefits.

- e. **Leaves and Separation from Service.** A COBRA option shall be made available to any full-time or part-time unit member who is enjoying health and welfare benefits, at the time his/her eligibility for such benefits is temporarily or permanently discontinued.

20A.5 Other Conditions Related to Benefits

- a. **Effect of Leave on Benefits.** Unit members who are granted Leaves of Absence without pay in excess of thirty (30) calendar days in any school year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of such Leaves of Absence, unless specifically granted elsewhere in this Agreement. Such unit members, however, may choose to continue their enrollment in existing group insurance plans at the unit member's own expense. If the Leave of Absence without pay reduces a unit member's time assignment to less than full time (100%), but equal to or greater than fifty-percent (50%) of a similar or related full-time (100%) position, ~~premium charges shall be shared by the District~~ the employee shall only be entitled to the percentage of District contri-

- bution and the unit member under in accordance with the ratio established. See Article 20A.4b above for partial contracts.
- b. **Effect of Reduction in Load on Benefits.** If a unit member is specifically requested by the Chancellor to accept a reduction in service assignment, he or she may continue to receive group insurance benefits as of record immediately prior to such reduction in service assignment.
 - c. **Timing of Benefits.** Group benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Group benefits for unit members whose service ends during or at the end of the school year or who are granted Leave of Absence without pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the Leave of Absence begins. Unit members who terminate their employment after working a complete academic year shall have their benefits continue at the same rate through June, unless they are on a TLR and are returning part-time, in which case their benefits shall continue in July and August, and the Part-Time (Adjunct) unit member shall pay the proportionate premium.
 - d. **Unit Members Employed Pre-July 1, 1972.** Unit members employed prior to July 1, 1972, who were employed half-time or more and for a period of at least one full quarter in the school year shall continue to receive those group benefits as of record on June 30, 1972, with the same degree of participation in premium costs as provided in Article 20.A.1 above.

20A.6 Medical Benefits for Part-Time (Adjunct) Unit Members

- a. **Eligibility.** The District shall provide medical benefits to each qualified Part-time (Adjunct) unit member as specified in this Article. A qualified Part-time (Adjunct) unit member is one who:
 - (1) had worked 40% of an annual full-time equivalent load factor of at least 0.4 (12 CAH) or more during the academic year including summer session prior to receiving benefits, including any service on a full-time basis, and summer session service;
 - (2) had affirmed via a signed affidavit that he/she has no other access to medical insurance where all or part of the premium is paid through some other source; and
 - (3) had approval of this arrangement by the carriers.
- b. **Medical Plan**

Each qualified Part-time (Adjunct) unit member and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan at the "High HMO" or "Low HMO" level. The Part-time (Adjunct) unit member must enroll annually (See

Appendix: [Medical Benefits, Enrollment Form for Part Time Faculty](#)).

There will be two enrollment periods Fall and Spring. Only those Part-time (Adjunct) unit members who became eligible in the Spring may enroll in the Spring. Furthermore, unit members who have a “qualifying event” as defined by the District and Insurance Carriers may also enroll in the Spring.

c. **Premium Payment**

Premium payment shall be dependent upon the Part-time (Adjunct) unit member’s annual load in the prior academic year and be subject to the following conditions:

(1) **Program Payments.** The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half of the District’s total cost, provided that the amount claimed by all districts in the state does not exceed the funding provided in the State Budget.

Employees with loads of 0.4 or more, who meet the criteria of section (a) above, shall be responsible for payment of a minimum fifty percent (50%) of the eligible for a 50% pro-rata share of the total premium amount paid by the District for the Kaiser “High HMO” or “Low HMO” plan defined in Article 20A.1. ~~by the District and the District~~ The eligible employee shall be responsible for up to fifty percent (50%) of the total premium cost of the Kaiser plan chosen. ~~coverage depending upon State reimbursement to the District.~~ If State funding is less than fifty percent (50%), the District shall contribute the same percentage as the State provides. If a change occurs in the State funding to the District for this program, both the District and the Faculty Association agree to re-open negotiations on the program.

(2) **Monthly Premium Deductions.** All monthly premium payments for medical benefits will be deducted directly from the unit member’s monthly paycheck. Unit members are required to sign a agreement authorizing the District to deduct money owed from their paychecks. For the months the unit member does not receive a monthly paycheck, the unit member will reimburse the District by personal check or money order, which will be due on the 10th day of the following month. If the premium payment is not received by the 10th day of the following month, the District shall cancel the unit member’s medical benefits.

(3) **Premium Billing.** The District will bill for the collection of premiums due in excess of fifty percent (50%) the District Contribution as referenced in Article 20A.6.c. If the premiums

due are not received by the 10th day of the month following notification that past due premiums are owed, the District shall cancel the member's medical benefits and proceed to collect past due premiums. Unit members will be billed for the collection of past due premiums and if not fully paid within thirty days from the date of notification will be debited from future earnings or via other collection remedies.

(4) **Payroll Deductions.** Payroll deductions begin no later than the month preceding the effective date of coverage. The District shall notify eligible Part-time (Adjunct) faculty of the process to apply for benefits and applicable deadlines two months prior to the coverage's effective date.

(5) **Continuity of Benefits.** Part-time (Adjunct) faculty receiving benefits are eligible for continuous benefits until the following Fall open enrollment.

d. **Continuing Eligibility and Cessation of Eligibility**

Continuing eligibility shall be determined annually for the period September 1 through August 31 based upon the Part-time (Adjunct) unit member's assignment during the prior academic year.

Eligibility shall cease if:

(1) the unit member's load for the prior academic year is less than 0.4; or

(2) the unit member resigns or retires from service in the District.

e. **COBRA Rights.** Should coverage cease, the Part-time (Adjunct) unit member is eligible for COBRA rights.

f. **Domestic Partner Rights.** The District and the Faculty Association agree that domestic partners shall be included under this Article.

20B. Group Medical Insurance for Retirees Hired Before April 1, 1986

(See Appendices: [Retiree Medical Benefits: Letter From Charlotte Lofft](#), [Retiree Medical Benefits: Letter From Susan Cota](#).)

20B.1 Definition of Retired Employee

A "retired" employee shall be defined as one who has retired from District service and who is eligible for or is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.

20B.2 Length of Service Requirement for Eligibility

For unit members employed before April 1, 1986, the District will pay the full cost of the District's medical insurance plan(s), (including the PPO plan), notwithstanding that active unit members may pay a share of the premiums for similar plans, for each unit member and spouse or

approved domestic partner according to Articles ~~20A.1~~ and 20A.3 following retirement of the member provided that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Age at Retirement	Full-time Service
55 Years	15 Years
56 Years	14 Years
57 Years	13 Years
58 Years	12 Years
59 Years	11 Years
60 Years	10 Years

a. **Effect of District Approved Leave of Absence**

A District-approved Leave of Absence, granted in a single Board of Trustees action to a maximum of two (2) academic semesters within the past five (5) years, shall be computed as fulfilling one year of full-time required service.

b. **Impact of Future Benefit Elimination for Active Staff**

~~It is understood that i~~ If the District and the Faculty Association agree in the future to eliminate health benefit coverage for active staff, this retiree right will be preserved for unit members hired before April 1, 1986.

20B.3 Length of Benefit

An eligible unit member or eligible retired unit member hired before April 1, 1986, has a vested right to deferred compensation in the form of premium-free, retirement medical Bbenefits that will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse or approved domestic partner may continue group coverage at his/her own expense and with advance payments as determined by the District.

a. **Surviving Spouse or Approved Domestic Partner Rights**

If two CLPCCD retired individuals are married and one passes away, then the surviving retiree is only eligible for those benefits that he/she had earned under their own service.

20B.4 Coverage for Eligible Dependents Other Than Spouse

The retired member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than his/her spouse or approved domestic partner.

20B.5 District Coverage Limits

The District medical plans will be limited to the coverage provided for active staff in the case of retirees under sixty-five (65) years, or to the premiums which will replace or supplement Medicare, for retirees sixty-five (65) years of age or older. Retirees eligible for Medicare must enroll in all parts for which they are eligible. Effective January 1, 1998, the following process shall be followed:

a. Notice of Intent to Retire

When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan and eligible for continuance under any special requirements, which is a part of that plan.

b. Enrollment in Medicare Parts A, B and D

Retirees eligible for Medicare Part A must also enroll in Parts A, B, and D. When a retired unit member or spouse or approved domestic partner who has been determined to be Medicare A eligible reaches the age of sixty-five (65), it is understood that they must enroll in both Medicare Parts A, and Part B, and D during their his/her initial enrollment period as specified by the Social Security Administration. To be eligible for the District paid Medicare Risk HMO or the Medicare Supplement (PPO), the retiree or spouse or approved domestic partner must enroll in the District program at the time of enrollment in Medicare Parts A, and Part B, and D. The District will pay for cover the cost of Parts B and D, either directly or via monthly reimbursement, as appropriate. If the retiree and/or his/her spouse or approved domestic partner are ineligible, he/she must show proof of the ineligibility.

c. Additional Plan Options

Effective July 1, 2012, the District will offer additional options to the PPO plan for retirees living out of state. Thereafter, the District will investigate additional alternatives to the PPO plan for retirees who live in state, but outside the District's medical plan service area.

20B.6 Changing Insurance Plans

Medical insurance plans can be changed from one company to another by the retiree once during the annual open enrollment period established in the District. The District agrees to notify all retirees by U.S. Mail of the annual open enrollment period at least thirty (30) days before the commencement of said period. Changes between companies for retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage.

20B.7 Requirement to Enroll in Plan at Time of Retirement

At the time of retirement, the retiree must be enrolled in a District group medical insurance plan and eligible for continuance under any special requirements ~~which~~ that are a part of that plan.

20B.8 Effect of Absence on Retirement Benefits

Regular faculty members who are absent because of injury or illness, and who have (1) exhausted all paid leave, (2) are on Leave of Absence without pay, and (3) are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

20B.9 Effect of Pre-Retirement Reduction in Load

Unit members on pre-retirement reduction in annual workload shall receive full-time service credit under [Article 20B.2](#) as if they were working full time.

20B.10 Dental and Vision Coverage

Effective July 1, 2012, the District shall offer retired certificated employees the opportunity to participate in the District's group dental and vision plans subject to plan provisions. The retiree shall be responsible for the full cost of the total actual premiums.

20B.11 Out-of-Country Retirement Medical Coverage for Eligible Retirees

(For This Article only applies to Unit Members Not Employed On or After Before April 1, 1986.)

a Election and Conditions:

1. This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists;
2. The retiree must state in writing to the District that permanent residence is being taken outside the country at least sixty (60) days before the move occurs;
3. It is the retiree's sole responsibility to arrange for a personal (plus spouse or approved domestic partner) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree;
4. A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one year; and

5. The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability (IRS or otherwise). IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.

b. District Responsibility:

1. The District will pay to the retiree's foreign medical carrier a monthly amount up to the maximum monthly amount that is paid; to a carrier for working members of the bargaining unit at the time the coverage is initiated; and
2. If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly premium to be paid by the District shall be calculated based upon the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one-year contract.

c. Retiree's Responsibility:

1. The retiree will be responsible for any exchange rate fluctuations and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy;
2. The retiree must notify the District in writing each calendar quarter that he/she is in need of continuing medical coverage. Failure to provide such notification will cause the District to withhold payment to the foreign policy carrier until such notice is received;
3. If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in Article 20B.10 a-c must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available;
4. If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing their other coverage and choose among policies available to retirees under the conditions of the current Contract with the bargaining unit; and
5. Unit members employed on or after April 1, 1986 will not be eligible for coverage as set forth in this Article.

20C. Group Medical Insurance for Retirees Hired on or after April 1, 1986, through a date to be determined, that falls after January 1, 2012

(See Appendix: [Retiree Medical Benefits: Letter From Charlotte Lofft](#), [Retiree Medical Benefits: Letter From Susan Cota](#).)

(For unit members hired after the date referenced above, see 20D.)

20C.1 Definition of Retired Employee

A “retired” employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the State Teachers’ Retirement System or the Public Employees’ Retirement System.

20C.2 Eligibility and Level of Coverage

Effective January 1, 1998, all eligible unit members employed on, or after April 1, 1986, shall be able to participate in District group medical retirement benefits under the conditions stated in Articles 20C.3-20C.8 below, subject to the following understanding:

- a. **Notice of Intent to Retire.** When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible under any special requirements which are part of that plan.
- b. **Impact of Change of Carriers and/or Plans.** Both the District and the Faculty Association recognize that carriers, plans, and coverages available to retirees may change in the future. Retirees will be allowed to continue enrollment in District plans that are available to active employees at any time in future years, subject to any restrictions imposed as stated in Article 20C.2a above. It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District’s obligation does not include maintenance of a particular coverage that was available when the retiree left the District.

↳ Paragraphs (c) and (d) below moved **FROM** Article 20C.3

- c. **Length of Service Requirement for Eligibility.** It is further understood that all retirees must meet the same conditions for continuous service before retirement as set forth in [Article 20B.2](#) in order to qualify for District group medical benefits, namely, that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

Age at Retirement	Full-time Service
55 Years	15 Years
56 Years	14 Years
57 Years	13 Years
58 Years	12 Years
59 Years	11 Years
60 Years	10 Years

- d. **Affect of District Approved Leave of Absence.** A District-approved Leave of Absence granted in a single Board of Trustees action to a maximum of two (2) academic semesters within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service.
- e. **Preservation of Right.** It is understood that if the District and the Faculty Association agree in the future to drop medical benefits for active staff, this, this retiree right will be preserved for eligible faculty hired after April 1, 1986 eligible for retiree coverage under Article 20C.
- f. **Impact of Pre-Retirement Reduction in Load.** Unit members on pre-retirement reduction in annual workload shall receive full-time service credit under Article 20C above as if they were working full-time.

20C.3 Coverage Limits for Eligible Retirees Under the Age of Sixty-five

- a. **Limits on District Premium Payment.** District premium payment limits are based upon paid medical coverage provided to active employees. The District contribution to the payment of health benefits for an active employee is limited to an amount equivalent to the cost of the most expensive Health Maintenance Organization (HMO) plan(s) available to active employees during any particular year. The District's premium payment for health benefits for a retiree under this section shall be limited to the cost of coverage equivalent to the most expensive Health Maintenance Organization (HMO) plan available to active employees during any particular year. The cost to the retiree is based on the retiree's premium rate.
- b. **District Share of Premium.** The District contribution toward group medical coverage for the retiree and spouse or approved domestic partner, until the affected retiree or spouse or approved domestic partner reaches age sixty-five or otherwise becomes eligible for Medicare coverage, shall be limited to a percentage of the maximum health benefits contribution to premiums as cited above in Article 20C.3a. This percentage is determined from the table shown below. This table, based upon years of service in the District and age when retirement is effective, shows the percentage of the premium to be paid by the retiree.

**Schedule of Percentage Co-payments Premium Contribution
Based on Active Employee Paid Level of Medical Premium
For HMO-level Coverage for Retirees Not Yet Eligible for Medicare**

		Years of Service																													
		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30									
Age When Retire- ment Is Effective	55	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0									
	56	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0									
	57	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0									
	58	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0									
	59	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0									
	60	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0									
	61	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0									
	62	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0									
	63	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0									
	64	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0									
	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									

The table is based on the following rule:

If the retiree's age plus years of service ≥ 85 , then ~~there is no co-payment~~ his/her premium contribution is zero. Each decrease of one year in either age or years of service increases the retiree's ~~co-payment~~ contribution by 5%. If a retiree under this section enrolls in a plan that is costlier than the most expensive HMO (e.g. a PPO plan), he/she must pay the difference between the cost of the chosen plan and that of the most expensive HMO, in addition to the premium contribution for the most expensive HMO according to the matrix above.

Squares that show an X ~~mean~~ indicate that the retiree does not qualify for retirement medical coverage. (See Section 20C.3c below.)

Example: An employee retires at age 60 with 23 years of service. The ~~co-payment~~ retiree's premium contribution for HMO-level coverage is ten-percent (10%) of the ~~covered~~ cost of ~~medical benefits~~ said coverage. (See Section 20C.3 for limits in coverage.) This ~~co-payment~~ contribution continues until age 65. At age 65, the retiree must enroll in Medicare Parts A, and B, and D and coverage shall be in accordance with Article 20C.4. ~~The District will then pay for Medicare Part B and a District-approved Medicare Risk HMO plan.~~

R Paragraphs (c) and (d) now in 20C.2

20C.4 Medical Coverage for Eligible Retirees Upon Reaching Age Sixty-Five

Impact of Change in Federal Law. It is understood that Medicare regulations under Federal Law may change over time, and that these

regulations take precedence over this Agreement in case of conflicting language.

- a. **Requirement for Medicare Enrollment.** A retiree must enroll in Medicare Parts A, ~~and B, and D~~ during his or her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse or approved domestic partner is are ineligible, he/she must show proof of the ineligibility. The District shall ~~pay for~~ cover the cost of Medicare Parts ~~B and D~~, either directly or via monthly reimbursement, as appropriate. In addition, the ~~and a~~ District ~~approved~~ will pay the full premium of the highest Medicare Risk HMO plan available, unless the retiree selects a lower cost plan, in which case the District will pay the full premium cost of the plan selected. The plans available shall be identical to the HMO plans available to active unit members, however retirees under this section shall not be required to contribute a share of the premium cost. The District's payment will be to the highest Medicare Risk HMO. If the unit member ~~wants~~ selects a coverage level higher than the highest Medicare Risk HMO (e.g. the Medicare Supplement (PPO)) the unit member must pay the difference.
- b. **Penalty for Non-Compliance of Retiree in Medicare Enrollment.** If a retiree fails to enroll in Medicare Parts A, ~~and B, and D~~ during the Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.
- c. **Spousal Enrollment in Medicare.** Furthermore, upon reaching age sixty-five (65), the spouse or approved domestic partner of a retiree must also enroll in Medicare Parts A, ~~and B, and D~~ during his or her initial enrollment period as specified by the Social Security Administration, if the spouse or approved domestic partner wishes to continue group coverage under a District-sponsored group plan.
- d. **Penalties for Non-Compliance of Spouse in Medicare Enrollment.** If the spouse or approved domestic partner of a retiree fails to enroll in Medicare Parts A, ~~and B, and D~~ during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.
- e. **Exception to Requirement for Medicare Enrollment.** If the retiree or spouse or approved domestic partner enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue group coverage at the rates charged the retiree under [Article 20C.3b](#) until the spouse or approved domestic partner reaches age 65 or otherwise becomes eligible for Medicare coverage.

~~20C.5 Spousal benefits upon death of retiree~~ Length of Benefit

Continuation of Coverage. An eligible retired unit member under Article 20C has a vested right to deferred compensation in the form of

retirement medical Bbenefits that are premium-free up to the level of the most expensive Medicare Risk HMO, that will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse or approved domestic partner may continue group coverage at his/her own expense and with advance payments as determined by the District, subject to the following:

- a. **Medicare Enrollment.** Upon reaching age sixty-five (65), the spouse or approved domestic partner of a deceased retiree must also enroll in Medicare Parts A, ~~and B,~~ and D during his or her initial enrollment period as specified by the Social Security Administration, if the spouse or approved domestic partner wishes to continue group coverage under a District-sponsored group plan at his/her own expense.
- b. **Penalty for Non-Compliance in Medicare Enrollment.** If the spouse or approved domestic partner of a deceased retiree fails to enroll in Medicare Parts A, ~~and B,~~ and D during his/her Medicare Initial Enrollment Period, as specified above, he or she must cover all penalties, financial and otherwise, for this delay.

20C.6 *Out of State/Local Area HMO Coverage for Eligible Retirees*

Effective July 1, 2012, the District will offer additional options for eligible retirees under Article 20C who are living out of state, or out of the local area. Such options will include Kaiser coverage (subject to availability in the retiree's local area) and possibly a "Limited PPO" style plan. If the retiree opts to enroll in such a plan, the District's contribution to the premium shall be limited to the cost of the most expensive Medicare risk HMO the District provides to retirees within the CLPCCD service area.

20C.7 *Coverage Limits If Both Spouses are Eligible*

When two District employees retire who are married retire or approved domestic partners, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one or both employees be required ~~to make a co-payment~~ contribute a share of premiums, this ~~co-payment~~ contribution shall be the lesser of the two. If one is deceased, then the spouse or approved domestic partner can continue the District insurance plan based on his/her own earned rights for insurance, or those earned rights of the deceased spouse or approved domestic partner, whichever are greater.

20C.8 *Payment of Premiums for eligible dependents*

The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than the spouse or approved domestic partner.

20C.9 Change in Plans and/or Carriers

Medical insurance plans can be changed from one company to another by the retiree once each year during the annual open enrollment period established by the District. Changes between health carriers for retirees will be subject to the policies in effect at that time by the carriers providing medical coverage. See Article 20C.2b. The parties agree to include selected out of District options.

The District shall notify all retirees by U.S. Mail of the annual open enrollment period at least thirty (30) days before the commencement of said period.

20C.10 Dental Coverage

The District shall offer retired certificated employees the opportunity to participate in the District's group dental plans. The retiree shall be responsible for the full cost of the premium.

20D. Retiree Benefits for Unit Members Hired on or After a Date to be Determined, That Falls After January 1, 2012

The District and Faculty Association agree to negotiate retiree health benefit provisions that will apply to Regular and Contract unit members hired on or after a date, to be determined by the District and Faculty Association that occurs on or after January 1, 2012. Unit members hired between January 1, 2012 and this date shall be entitled to retirement health benefits in accordance with Article 20C.

20D.1 Coverage Option for Retirees Under the Age of Sixty-five

A unit member hired on or after the date to be determined, above, who retires before reaching Medicare eligibility, may, at their option, participate in the District's group medical retirement benefits, by paying the full cost of premiums. It is understood that said premiums may be specially priced to the retiree's age class, and may be considerably more expensive than those paid for active employees.

20D.2 Coverage Option After Enrolling in Medicare

After enrolling in Medicare, the retiree may, at their option, participate in the District's group medical retirement benefits, by paying the full cost of premiums.

20D.3 Health Retirement Savings Plan/Health Reimbursement Account (HRA)

The District shall establish a Health Retirement Savings Plan, or Health Reimbursement Account, or similar savings vehicle (here referred to as HRS) for each Contract or Regular unit member hired under this section, for the purpose of funding the unit member's post-retirement health benefits. It is understood that the HRA provisions, including but not

limited to those described below, need to be established before the “Date of Hire” cutoff for this tier of employees can take effect.

- a. Each Contract or Regular unit member covered under this section shall contribute \$100 monthly to their HRA;
- b. The District shall also contribute \$100 monthly to the HRA of each Contract or Regular unit member covered under this section;
- c. In future years, the District and Faculty Association may agree to adjust the contribution amounts described in (a) and (b) above;
- d. The District and Faculty Association shall also set up a vesting schedule to establish the disposition of the District’s contribution to a unit member’s HRA, in the event the unit member terminates his/her District employment before reaching the age of retirement.

20D.4 Dental and Vision Coverage

The District shall offer retired certificated employees the opportunity to participate in the District’s group dental and vision plans, subject to plan provisions. The retiree shall be responsible for the full cost of the premiums.

20E Group Medical Insurance for Retirees Due to Disability

20E.1 Coverage

The District will continue to pay the cost of a District group medical insurance plan for each unit member and spouse or approved domestic partner following retirement of the unit member from District service due to disability, provided that the employee has attained the age of fifty (50) and has rendered ten (10) years’ full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement. A District-approved Leave of Absence granted in a single Board action to a maximum of two (2) academic semesters within the past five (5) years shall be computed as fulfilling one (1) year of full-time required service.

20E.2 Definition

A “disability-retired” unit member shall be defined as one who has involuntarily retired from service and from the District due to disability and who is receiving a disability retirement allowance from the State Teachers’ Retirement System or the Public Employee’s Retirement System.

20E.3 Term

A disability retiree who meets the minimum service requirements of ten (10) years’ full-time service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years

at the time of retirement, may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay quarterly the full premium due to the District in one (1) advance quarterly payment. If such payments are continued without break by the unit member until attainment of age fifty (50), the District shall ~~at that time assume the full premium cost~~ contribute towards the payment of health benefits premiums in accordance with Section 20C above.

20E.4 *Length of Coverage and Impact on Surviving Spouse*

Benefits will continue during the life of the disability retiree. Upon the death of the retiree, the surviving spouse or approved domestic partner may continue Group coverage at his/her own expense and with advanced payments as determined by the District. If said retiree's spouse or approved domestic partner is employed by the District, in no instance will the District pay contribute more than the premium cost specified District contribution for one (1) medical plan covering unit member and spouse or approved domestic partner.

20E.5 *Coverage for Non-Spousal Eligible Dependents*

The disability-retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse or approved domestic partner, to be made by quarterly advance payments to the District.

20E.6 *Medicare Eligibility for Disabled Retirees*

The District medical plans will be limited to the coverage provided for active staff or to the premiums which will replace or supplement Medicare, for disability retirees at the time the disability retiree becomes Medicare-eligible. Disability retirees eligible for Medicare must enroll in all parts for which they are eligible.

The requirements cited in [Article 20B.5](#), apply to unit members who were employed on or before April 1, 1986, who are planning to take disability retirement. The requirements cited in [Article 20C.4](#), apply to unit members who were employed on or after April 1, 1986 who are planning to take disability retirement.

Specific Medicare Regulations and protections apply to disability retirements and a unit member who is retiring under STRS or PERS disability provisions must consult the Social Security Administration for details.

Changes between companies for disability retirees will be subject to the policies in effect at that time by the insurance companies providing medical coverage. Also see [Article 20C.2b](#).

20F. Continuation of Benefits Upon Death of Unit Member

Upon the death of a unit member, the District will provide continuation of the benefits as specified in [Article 20A.1](#) of this Article for eligible dependents through the end of the month next following ~~ninety (90)~~ one hundred twenty (120) calendar days from the date of death of the unit member. Upon the death of a unit member, the surviving spouse or approved domestic partner may continue, at ~~their~~ his/her own expense, the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier.

20G. Medical Coverage for Active Employees who are Age Sixty-five or Older

Medical coverage for active employees who are age sixty-five (65) or older is subject to Federal Medicare Regulations and such unit members are advised to inform themselves about these regulations.

20H. Effect of Leaves of Absence on Coverage

Regular unit members who are absent because of injury or illness, and who have (1) exhausted all paid Leave, (2) are on Leave of Absence without pay, and (3) who are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.

20I. Effect of Pre-Retirement Reduction in Load on Coverage

Unit members on pre-retirement reduction in annual workload shall receive full-time service credit as if they were working full time.

20J. Waiver of Rights by Retirees

Retirees who waive their rights to insurance benefits are ineligible for future re-enrollment for benefits.

20K. Change in Family Status Notification

It is the employee's and retiree's responsibility to notify, via certified mail, the District of family status changes which may affect insurance coverage. Failure to notify the District of such changes shall cause the employee or retiree to be responsible for the cost of the insurance coverage for any period of time from the change thereafter.