

# ARTICLE 21

## BENEFITS

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**BENEFITS:** All regular and contract faculty, excluding categorical and temporary, unless specifically stated shall be provided with:

- 21.1 **SALARY CONTINUANCE:** District shall maintain for unit members a salary continuance insurance program equal to coverage instituted on October 1, 1996 and provided by the carrier for fiscal year 1996-97 (Hartford Group Plan Policy #GLT-34867).
- 21.2 **TAX-SHELTERED PROGRAMS:**
- 21.2.1 District shall provide for participation by unit members, tax-sheltered annuities and tax-sheltered custodial accounts with carriers fulfilling all state and federal requirement eligibility. It is the member's sole responsibility to assure such carrier eligibility. Part-time faculty shall be allowed to contribute a dollar amount or percentage of their wages to a 403 (b) plan. All faculty members shall be allowed to change 403(b) contributions on a quarterly basis.
- 21.2.2 The District shall provide for full-time employees, an IRS Section 125 plan, with Pension Dynamics as the program administrator, to cover medical and dependent care expenses. Part-time employees may utilize the IRS Section 125 plan for health plan premium payments.
- 21.3 **LIFE INSURANCE:** District shall maintain, in participation with unit members, group life insurance in the face value to fifty thousand dollars (\$50,000) in accordance with insurance carrier requirements, at District cost. District will arrange with insurance carrier to allow employee members to purchase, at their expense, up to an additional one hundred thousand (\$100,000) of life insurance. It is agreed that any eligible unit member having an additional self-paid \$25,000 of life insurance may remain at \$25,000 or purchase an additional \$25,000 at his/her option. However, any eligible unit member who has not had additional self-paid life insurance and any new employee who becomes eligible shall have only the option of purchasing an additional self-paid \$100,000 of life insurance in \$50,000 increments, pending carrier approval. Employees purchasing optional life insurance may also purchase, at their expense, optional \$5,000 dependent coverage.
- 21.4 **VISION CARE:** Effective July 1, 2000, the District shall provide all full-time unit members and their dependents with Vision Service Plan (VSP) Plan C. This plan shall provide for a comprehensive exam and new lenses every 12 months, and new frames every 12 months. All other services will be pursuant to the standard VSP plan description, except that it will reimburse up to \$50 for examinations by non-panel providers. There shall be a \$10 annual deductible on materials only. In addition, the following vision plan enhancements shall take place effective July 1, 2000: \$60 wholesale frame allowance; computer glasses; progressive lenses, tints, and UV coatings. The UF shall receive the monthly utilization reports of unit members directly from VSP.
- 21.5 **PARKING PERMITS:** The District shall provide a parking permit for each unit member within the faculty/staff designated lots of spaces, at no cost to the employee.

21.6 **HEALTH AND DENTAL COVERAGE:**

21.6.1 Regular and Contract Employees. The District shall pay for each employee each year the maximum monthly premium amounts established in Appendix F.1, based on carrier and coverage of enrollment. The District contribution for Kaiser or Anthem, health insurance (including chiropractic coverage) and Delta Dental Service is based on 100% of premium requirements for employee and dependents.

21.6.2 Appendix F. Notwithstanding any of the above, the various percentages of premium contribution (e.g., 100%, 90%, 50%, et al.) are general and reflective only; the actual dollar contributions by District for each carrier and coverage are specifically calculated and enumerated as shown in Appendix F attached hereto and incorporated herein by reference. Appendix F is agreed as the base for implementation of all applicable conditions within this Article for health and dental insurance. The amounts are based on 1987-88 premium rates. District agrees that each year it will contribute the stated percentages of the premiums submitted by the carriers, as appropriate through the annual adjustment of Appendix F to reflect premium increases.

21.6.3 Compensation for Faculty with Alternate Health Coverage: Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage shall receive a monthly amount equal to the Kaiser single rate effective during the term of this agreement. Effective January 1, 2018, the maximum monthly amount shall be \$600. The employee may receive the amount as salary, or contribute to a 403(b), or contribute to the IRS Section 125 plan. The amount of such contributions shall be listed on a regular basis in Appendix "F". If the employee loses health coverage specified in the affidavit, the employee shall be enrolled immediately in the district health plan of the employee's choice, subject to the approval of the carrier.

21.6.4 Health Plans: It is agreed that Kaiser and Anthem Blue Cross EPO will be approved programs available to eligible unit members. The health insurance plan referred to as the "Anthem HMO" plan shall cease to be offered effective with the fall 2019 open enrollment. It is further agreed either party may suggest additional or different programs as they become available. Adding or changing any such program shall be only with concurrence of each party after consultation.

21.6.4.1 The health plans may be changed by mutual agreement of the District and United Faculty. If a carrier fails to renew the program under current conditions or otherwise ceases to offer the program, then the parties will negotiate concerning the replacement of the carrier.

No more than two representatives of the District and two representatives of the United Faculty (who may be a health care expert and/or consultant) will meet on request of either party to consult on this issue, before referring the issue to negotiations. Representatives of other employee groups may also be present.

The District agrees that all data needed by the consultants shall be provided.

All replacement carriers must meet at least the following conditions:

21.6.4.1.1 All HMO health plans shall be provided with the prescription option.

21.6.4.1.2 Provide retiree coverage.

21.6.4.1.3 Allow open enrollment periods for retirees.

#### 21.6.5 Domestic Partners Coverage in District Health, Dental and Vision Plans

The District shall pay the monthly premium amounts for each employee's domestic partner and the domestic partner's dependents who meet the eligibility requirements of the plans in question. Only those regular full-time faculty who retire on or after May 1, 2002 and who would otherwise be eligible for retiree health benefits under section 21.10 shall be eligible for domestic partner benefits under the same qualifying conditions outlined in Section 21.6.5, except as those benefits are modified under Section 21.10. Part-time faculty who receive health benefits under Section 21.9.5 shall be eligible to participate in domestic partner benefits under the same qualifying conditions outlined in Section 21.6.5, except as those benefits are modified under Section 21.9.5. For the purpose of Contra Costa Community College District health, dental, and vision benefits, "domestic partnership" shall exist between two persons regardless of their gender, and each of them shall be the "domestic partner" of the other if they both complete, and sign and file with the District the "Affidavit of Domestic Partnership" (Appendix K) which includes the following statements:

21.6.5.1 The two parties have resided together for at least six months and have chosen to share their lives in a committed relationship of mutual caring, similar to marriage, for an indefinite amount of time;

21.6.5.2 The two parties are: not married, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract;

21.6.5.3 The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare, and are financially interdependent.

"Financial Interdependence" means that the domestic partners have entered into a contractual commitment for the financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards). Financial interdependence is demonstrated by meeting at least two of the following conditions:

1. Hold a joint mortgage or lease
2. Designate a partner as the beneficiary of life insurance or retirement benefits
3. Designate a partner as primary beneficiary in a will
4. Assign a health care power of attorney to the partner
5. Jointly own a bank account or credit account
6. Jointly own a car

21.6.5.4 The two parties agree to notify the District in writing if there is any change in the circumstances attested to in the affidavit.

21.6.5.5 The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge

21.6.5.6 Other Provisions:

1. Neither individual has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
2. Termination of the partnership shall entitle the non-employee domestic partner and the dependents of the non-employee domestic partner the rights to the District COBRA coverage or Kaiser conversion coverage.
3. Dependents of domestic partners who meet the eligibility requirements of the plans in question shall be eligible for coverage.
4. Except as provided in (1) above, domestic partners are eligible for continuing coverage through the Group Health and Dental Benefit under the same provisions as the federal group continuation law known as "COBRA" or other applicable law upon termination of employment subject to the rules and regulations of the plans in which the employee is enrolled.

21.6.6 Double coverage: Dependent family members of two employees who are married are entitled to health plan coverage in one plan only; the married employees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent. In the Delta Dental plan each employee may be a subscriber.

21.6.7 Open Enrollment: Annually, in the month of November, there will be an open enrollment period for employees to change carriers effective December 1.

21.7 **EMPLOYEE ASSISTANCE PROGRAM:** The District will provide an Employee Assistance Program for the employee and dependents as approved by mutual agreement of the parties.

21.8 **CONTINUATION OF INSURANCE COVERAGE:** It is agreed that District may, at its sole and exclusive discretion and option, and without establishing practice or the setting of any precedent, elect to provide continuation of District insurance programs for specific periods of time to employees forced into unpaid leave status due to illness, accident or recovery therefrom.

21.9 **PART-TIME (REGULAR AND/OR TEMPORARY), CATEGORICAL AND SABBATICAL REPLACEMENT EMPLOYEES:**

21.9.1 Part-Time Regular Employees. District shall maintain, in participation with (tenured) part-time regular faculty, all insurance fringe benefits coverage on the basis applicable to full-time participation in regard to premium payments.

21.9.2 Part-time Temporary Employees. Part-time temporary unit members having coverage, and who have maintained uninterrupted coverage from the 1977 fiscal year, in the District health and dental insurance programs shall be allowed continued coverage at their expense pursuant to carrier and District agreement. Part-time temporary unit members shall be allowed to participate in tax-sheltered programs in accordance with 21.2.

21.9.3 Categorical/Full-time Temporary Employees. District shall provide full-time temporary faculty employed on an annual or semester basis on Faculty Salary Schedule B-1, insurance fringe benefits of health, dental, salary continuance, vision, EAP and life insurance as though regular full-time unit members.

21.9.4 Full-Time Sabbatical Leave Replacement Employees. District shall provide temporary faculty employed for a full semester or year on Faculty Salary Schedule B-1 to replace unit members on sabbatical leave fringe benefits as though regular full-time unit members with carrier approval.

21.9.5 Part-Time Fringe Benefit: Part-time temporary unit members and their dependents may qualify for health and/or dental benefits listed in Appendix F (vision excluded) under the following conditions:

21.9.5.1 Faculty member must be employed in the current semester and have averaged at least .3 FTE of a regular faculty member's load for the previous academic year (fall and spring). There is no need to confirm enrollment in order to continue receiving benefits. In order to discontinue benefits, faculty members must complete an official District deleting-coverage form found at the District website. Otherwise, faculty members will continue on the plan, unless they no longer meet eligibility requirements, in which case they will automatically be dropped from the plan and will receive a COBRA notice describing how they can continue their coverage through COBRA. In this instance submitting an enrollment change form is not necessary. District will notify all part time faculty that it is the responsibility of the part time faculty member to drop health coverage in the open enrollment notice.

21.9.5.1.1 In order to add or drop dependents, spouse, or domestic partner, provider enrollment/change form must be submitted to college human resources office. In order to drop dependents, spouse or domestic partner, a certificate of divorce or legal separation, dissolution of domestic partnership or proof of other coverage must be submitted in addition to a District deleting coverage form. In order to add dependents, spouse, or domestic partner, a copy of a marriage license (spouse) or District Affidavit of Domestic Partnerships (spouse), copies of birth certificates (dependent children) are required for enrollment and must be attached to the enrollment form when including a spouse or dependent child.

21.9.5.2 Approval of this arrangement by the carriers.

21.9.5.3 District shall contribute toward the premium cost of the health plan based on the member's average load for the previous academic year (fall and spring) in three tiers as follows:

30% load and greater – District shall contribute 40% of the premium cost  
40% load and greater – District shall contribute 50% of the premium cost  
60% load and greater – District shall contribute 75% of the premium cost

- 21.9.5.4 The member's average load for the prior academic year (fall and spring) shall determine the District's contribution toward the premium for the entire fiscal year in which the member is otherwise eligible. Payments shall be averaged over all months in which the member is eligible and selects health benefits coverage..
- 21.9.5.5 Employee payment will be automatically made by payroll deduction, unless net salary is insufficient or the employee prepays. The employee may utilize the IRS Section 125 plan to make his/her premium payments on a pre-tax basis. The District shall continue to make its pro-rata premium contributions for the months of July, August, and September and shall bill the member for their portion by U.S. mail by June 1 for these months. Premium must be received in advance of the District's payment due date.
- 21.9.5.6 Failure to pay premium terminates coverage and the individual cannot be re-instated until the following year.
- 21.9.5.7 Part-time unit members participating in the open enrollment will submit provider enrollment forms as directed in the open enrollment communication from the District Office Human Resources. Open enrollment will be at least two weeks at the start of each semester, providing the District has notified eligible part-time faculty two weeks before the beginning of open enrollment period via campus mail, e-mail, or other means of communication. On or before February 8, the District will provide the designated U.F. representative a list of the part-time enrollees, and load data for only the enrollees for the previous spring and fall semesters.
- 21.9.5.8 Part-time unit members who submit enrollment forms on or before the designated deadline date in the Fall will have payment deductions over a ten (10) month period, and those who submit enrollment forms after the designated deadline date (but still during the open enrollment period) will have payment deductions over a nine (9) month period. Part-time unit members who submit enrollment forms on or before a designated deadline date in the Spring will have payment deductions over a five (5) month period, and those who submit enrollment forms after the designated deadline date (but still during the open enrollment period) will have payment deductions over a four (4) month period. Coverage for those beginning participation in the fall will be effective on September 1. Coverage for those beginning participation in the spring will be effective February 1.
- 21.9.5.9 The District agrees to negotiate and offer, if possible, a vision care plan for part-time unit members. The plan will be modeled on the plan

available to full-time unit members. Eligibility, enrollment, and other rules and requirements will be administered in the same manner as those established for part-time health benefits. Participating unit members will be responsible for 100% of the premium cost. Premium deductions will be administered in the same manner as those for part-time faculty health insurance. Other rules and requirements not specifically outlined above will be administered in the same manner as those for part-time faculty health insurance. The District agrees to support and administer the plan as long as it is offered by the District's normal vision care provider.

## 21.10 **RETIREE HEALTH AND DENTAL INSURANCE:**

### Retirees and Employees:

- 21.10.1 Existing Certificated Retirees and Certificated Employees With at Least Ten Years' Service in the District Who Retired Prior to July 1, 1984: The District shall pay for each retiree for fiscal year 1991-92 the maximum monthly premium amounts established in Appendix F.3, based on carrier and coverage of enrollment. The District contribution for Kaiser or Anthem Blue Cross health insurance and Delta Dental Insurance is based on 100% of premium requirements for the retiree and District payment of 90% of premium requirements for dependents.
- 21.10.2 Certificated Faculty Employees who Retire after July 1, 1984: The District shall pay for each retiree for the year 1991-92 the maximum monthly premium amounts established in Appendix F.4, based on coverage of enrollment. The premiums in Appendix F.4 shall be adjusted by the percentage of carrier rate increases effective July 1, 1988. The District contribution is based on 100% of premium requirements for Kaiser health program and Delta Dental Service for the retiree and 50% of the premium requirements for dependents.
- 21.10.2.1 This provision represents the District's sole obligation to post July 1, 1988 retirees. See Appendix H.
- 21.10.2.2 Beginning July 1, 2005, or the first month after faculty are permitted to sign up for a 125 plan, whichever comes later, faculty will pay 6% of the monthly cost of their medical and dental insurance. For part-time faculty, the monthly cost means the net cost to the district after the employee's contribution.
- 21.10.2.3 Employees hired on or after July 1, 2005, and their dependents will be eligible for District paid medical and dental benefits under the current provisions until Medicare eligible. At that time, the retiree shall pay 50% of the district's cost for health and dental benefits, and the spouse may stay in the district's plan by paying the district's cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees.
- 21.10.2.4 Employees hired on or after July 1, 2020, and their dependents will be eligible to continue receiving District-sponsored medical and dental benefits under the current provisions until Medicare eligible. Once Medicare eligible, should the retiree elect to stay on any District

sponsored health or dental plan, the retiree shall pay 100% of the district's cost for health and 100% of the dental fully insured premium equivalent. Eligible dependents may stay in the district sponsored health or dental plan, once Medicare eligible, by paying 100% of the District's premium cost. The District shall also permit current and future retirees to purchase participation in VSP or EAP by paying for one or both at the premium rate specified by the carrier for District retirees. Voluntary retiree participation in any plan is subject to carrier approval.

21.10.3 Certificated Faculty Employees' Eligibility. To participate in District premium payments, the retiree must:

21.10.3.1 Have attained fifty-five (55) years of age, and

21.10.3.2 Sum of Age and Years of District Experience must total 80.

21.10.3.3 Effective May 1, 1996, the District shall pay fifty percent (50%) of the maximum premium amounts for the retiree and twenty-five percent (25%) of the premium requirements for the dependents, for retirees who meet the following eligibility requirements:

Eligibility Requirements:

1. have attained fifty-five (55) years of age, and
2. worked full-time in the District for a minimum of ten (10) years, and
3. sum of age and full-time years in the District must total seventy (70).

21.10.4 Other Insurance Provisions

21.10.4.1 Any employee who retires from the District on STRS or PERS disability retirement shall have a waiver of minimum eligibility requirements and shall receive District insurance contributions in the same amounts as though regularly retired.

21.10.4.2 Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive for a six (6) month period from the date of death, District contributions toward insurance coverage. After six (6) months the surviving spouse and/or dependents may at their option remain in the insurance program by paying full premium amounts required for the program of enrollment to the District quarterly, in advance, provided the participation is allowed by the carrier or by COBRA requirements.

21.10.4.3 District shall have prepared and provide each employee a brochure summarizing District authorized benefits for retirees and employees.

21.10.4.4 District shall arrange for a knowledgeable consultant to provide present and future retirees advice regarding STRS.

21.10.4.5 Health plans coverage and provisions are subject to approval by the carriers. With approval of the carrier, the District shall allow retired unit members not covered under Article 21.10.2 and 21.10.3 who are age 55 and have served 15 years with the District, participation in the medical plan at the retired member cost.

21.10.4.6 The District will also permit faculty to purchase post-retirement life insurance if available.

21.10.4.7 Medicare Requirement: Retirees who become Medicare-eligible (currently age 65) are required to enroll in a Medicare-coordinated plan to participate in District-sponsored medical benefits. Failure to enroll in a Medicare-coordinated plan after receiving 30 days' notice from the District of this requirement shall result in termination of retiree health benefits eligibility. Once a participant is terminated or withdraws from District-sponsored benefits, reinstatement in District-sponsored benefits shall not be permitted. All persons receiving retiree health benefits must provide evidence to the District that they have successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. For retirees enrolled in District benefits, the District will reimburse Medicare Part B for those retiring with Medicare Part A. If, at any time, either UF or the District determines that District-sponsored Medicare-coordinated plans become substantially inferior to comparable plans offered to active employees, this article will automatically reopen. For retirees enrolled in District benefits, to be eligible for reimbursement for Medicare B, retirees must participate in a District-sponsored Medicare Coordinated/Advantage program for the period in which reimbursement is sought.

Retirees may request reimbursement for the previous calendar year. Annually, in February, District will send a letter to retirees soliciting appropriate paperwork and documentation to be reimbursed for Medicare B. To be reimbursed for Medicare B, retirees must submit appropriate paperwork and documentation by the end of the calendar year in which retiree received District notification for reimbursement for previous calendar year. Faculty may submit requests for reimbursement annually or quarterly. Reimbursements will be paid quarterly as long as allowed by plan administrator.

21.11 **UNITED FACULTY SECRETARY:** District agrees to endeavor to provide to the United Faculty Secretary, subject to State law, carrier requirements and limitations, agreement with other collective bargaining units (if any are affected), insurance programs given to District employees, provided no expense for such coverage or participation is borne in any way by District. The District shall also allow retired UF secretaries to remain enrolled in District benefit plans provided no expense for such coverage or participation is borne in any way by the District.

21.12 **PAYROLL DEDUCTION:**

21.12.1 Employee premium contribution where required because of the employee's choice of plans shall be paid by the unit member by payroll deduction one month in advance. Retiree premium contribution where required shall be paid by the retiree quarterly in advance.

21.12.2 Employee contributions shall be automatically increased where carrier premium increases occur notwithstanding any deduction authorization amount then on file. Where such automatic increase occurs, the employee shall be notified of the increase by the District and shall be allowed thirty (30) calendar days after such notification to notify the District if he/she desires to cancel further coverage. If written notice to cancel is not received, District will consider the employee to agreeing to continue such coverage.

21.13 **PLAN AVAILABILITY:**

21.13.1 Upon initial employment of contract and regular employees and upon ratification of the agreement, the District will notify each covered employee of his/her rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and under Education Code §7000, et seq. "Health and Welfare Benefits."

21.13.2 The District shall maintain insurance plans by Kaiser, Anthem Blue Cross (EPO), Delta Dental Service, Hartford, CIGNA, OHS and by Vision Service Plan as provided in 2000-01. Any changes in plans or carriers shall be mutually agreed upon.

21.14 **CHILDCARE:** The District and UF shall work together to facilitate access to on- or near-site childcare for employees, at employee expense.

21.15 **LIABILITY COVERAGE:** District shall supply a statement regarding District liability coverage for unit members.

21.16 **ACTUARIAL STUDIES:** The District and United Faculty shall mutually agree on the assumptions used in any future actuarial study performed for the CCCCDC.

21.17 **CO-PAY REIMBURSEMENT:** The District will set aside \$50,000 annually to reimburse faculty employees with District-paid benefits for copays. These funds will be used on a first-come, first-served basis until the money is exhausted. Unused funds will not accumulate from year to year. Co-pays eligible for reimbursement will be office, emergency room, and hospital visits, and prescription drugs. To be eligible, an employee must have provided evidence to the District showing that he/she has spent in excess of \$500 in that fiscal year for copays. Percentage copays, including out-of-network PPO, dental and vision copays, are not eligible for reimbursement.