

Article 3 Fringe Benefits and Retirement

3.1 **Health/Medical and Dental Insurance**

- 3.1.1 The District shall provide health/medical and dental coverage through plans recommended by the representatives on the Insurance Review Committee and adopted by the District for the following categories of eligible employees:
- 3.1.2 All tenured and tenure-track faculty are eligible to participate in the health/medical or dental plans offered by the District.
- 3.1.3 Adjunct faculty with a semester assignment of at least 30% of full-time (.30 FTE) or a minimum of 4.5 formula hours are eligible to participate in the health/medical and dental plans offered by the District after successful completion of such assignment during two (2) of the last five (5) semesters.

3.2 **District Contribution Levels – Tenured and Tenure-Track Faculty**

- 3.2.1 For tenured and tenure-track faculty with an assignment of 50% of full-time (.50 FTE) or greater, the established District contribution levels as described in Appendix A for health/medical and dental coverage shall be applied toward the premium cost of the selected plan(s).
- 3.2.2 For tenured and tenure-track faculty with an assignment of less than 50% of full-time (under .50 FTE), the District shall make a pro-rata contribution of the established District contribution levels for insurance coverages based upon the percentage of the reduced assignment level to full-time. The District contribution shall be applied towards the insurance premium cost of the employee's selected plan(s).
- 3.2.3 The District will pay the stated contribution for the employee as long as he/she remains in paid status. Premium contribution for nine-, ten- and eleven-month regular employees will be paid by the District during regular non-pay months.
- 3.2.4 Unit members who terminate employment by other than retirement may be eligible to continue in the District health/medical policies of the District in accordance with policy provisions at the member's own expense (via COBRA).

3.3 **District Contribution Levels & Eligibility – Adjunct Faculty**

- 3.3.1 Adjunct faculty are eligible to participate in the District's medical and dental plans provided they are not covered by other insurance as an employee, spouse, or dependent and regardless of whether such coverage is fully or partially paid by another employer. In order to participate, the adjunct faculty member must meet eligibility requirements described in this article.

- 3.3.2 For adjunct faculty with a semester assignment of 60% of full-time (.60 FTE) or 9.0 formula hours, the established District contribution levels as described in Appendix A for medical and dental coverage shall be applied toward the premium cost of the selected plans(s).
- 3.3.3 For adjunct faculty with a semester assignment of less than 60% of full-time (.60 FTE) or 9.0 formula hours but at least 30% of full-time (.30 FTE) or 4.5 formula hours, the District shall make a pro-rata contribution of the established District contribution level for insurance coverages selected by the employee based upon the percentage that the reduced assignment level bears to a 60% workload. For example, an adjunct faculty member with an assignment of 40% of full-time (.40 FTE or 6 formula hours) would receive two-thirds (.40 FTE divided by .60 FTE) of the established District contribution levels as described in Appendix A for health coverage.
- 3.3.4 For eligible adjunct faculty members as defined in Article 3.1.3, the following requirements and related processes shall be used to determine the eligible full-time-equivalent (FTE) assignment.
 - 3.3.4.1 The eligible adjunct faculty must be working on September 1 or March 1 based upon an approved and processed Tentative Class Schedule(s) for services to be rendered within the semester. The measurement dates to determine FTE eligible for benefits shall be August 20 for benefits which begin on September 1, and February 10 for benefits beginning on March 1.
 - 3.3.4.2 The eligible employee must have a Tentative Class Schedule(s) issued providing for a total assignment within the current semester of at least 30% of full-time (.3 FTE) or a minimum of 4.5 formula hours. If this Tentative Class Schedule(s) is changed for any reason (cancellations, reductions or additions), no adjustments will be made to the calculated FTE assignment used to determine health plan eligibility or District contribution. If all Tentative Class Schedules for the employee are canceled, then the employee will be ineligible for medical coverage or District contribution. However, the employee may be eligible for COBRA coverage (see below).
 - 3.3.4.3 Other types of assignments which are typically processed on the District form, Employment Service Agreement (ESA) or other employment District form other than a Tentative Class Schedule, shall be excluded from any computation of full-time equivalency (FTE).
 - 3.3.4.4 The eligible employee must commit to a coverage period of at least six months.
 - 3.3.4.5 The Employee Benefits Department will confirm all Tentative Class Schedules on file with the District Human Resources Office as of the measurement dates listed in Article 3.3.4.1 and will notify the adjunct faculty member of his/her qualifying FTE if there are any

premium changes. If the FTE on file is incorrect, the adjunct faculty member must notify the Employee Benefits Department and provide copies of the revised Tentative Class Schedule showing the correct FTE within ten (10) calendar days after the District mails the original notice to the employee.

- 3.3.4.6 Insurance coverage will be for a six-month period beginning on September 1 or on March 1, based on the semester for which the Tentative Class Schedule(s) is assigned. District contributions will be paid evenly over the six-month coverage period. If the unit member drops the insurance coverage or becomes ineligible during the six-month coverage period, no District contribution will be made for the remaining months. If the qualifying employment period as stated on the Tentative Class Schedule is less than six months, the insurance coverage shall continue for the balance of the six-month period, and the employee shall pay the employee's share of premiums to the Employee Benefits Department by the first day of each month. Failure to make timely payments of premiums shall result in discontinuance of health coverage for the remaining months.
- 3.3.4.7 If there is a break in service, the employee will be eligible to re-enroll in District health/medical and dental plans only if the employee elects COBRA coverage upon conclusion of previous eligibility with the District and has continued that coverage to the beginning of the new employment period (Tentative Class Schedule). Employees who did not elect to continue with COBRA coverage will be ineligible for coverage or District contribution until the March 1 or September 1 following eighteen months after the last day of eligibility. For example, an employee losing eligibility on March 31, 2005, and not continuing coverage through COBRA, would not be eligible to re-enroll until March 1, 2007.
- 3.3.4.8 Upon initial enrollment or when re-enrolling after a break in service or coverage, adjunct faculty must certify that they do not have other health insurance coverage. Certifications must be submitted at the time of initial application for insurance or when re-enrolling after a break in service. It is the employee's responsibility to notify the Employee Benefits Department within thirty (30) days if he/she becomes covered by another medical or dental insurance policy. The certification form is available from the Employee Benefits Department.
- 3.3.4.9 If an adjunct participant in District insurance plans becomes covered by another plan as an employee, spouse, or dependent, and the coverage is either fully or partially paid by another employer, the employee shall immediately become ineligible under the District plan. In order to terminate District coverage, the employee must notify the Employee Benefits Department within thirty (30) days of such coverage. If the employee does not notify the Employee

Benefits Department of the other coverage within the thirty-day (30) period, the employee will be responsible for any District costs incurred beyond this ineligibility date.

3.3.5 *Joint District Medical Insurance Program*

- 3.3.5.1 Eligible adjunct faculty who plan to participate in the District medical program and who also teach credit courses in the Sierra Community College District may include such courses for Los Rios medical benefits if the total credit workload is greater than 60% of full-time (greater than .60 FTE), thus reducing the employee cost of medical insurance.
- 3.3.5.2 The joint District program applies to medical insurance benefits only.
- 3.3.5.3 The adjunct faculty member must file form CCFS-36 with the District, certifying all credit courses taught at both Districts, by August 20 (for fall semester benefits) and February 10 (for spring semester benefits).
- 3.3.5.4 The District will extend benefits on the basis of the employee certification. The District will then confirm the certified workload with Sierra Community College District.
 - 3.3.5.4.1 If the workload confirmed by Sierra Community College District differs from the workload certified by the employee, the employee will be given ten (10) working days to reconcile the difference.
 - 3.3.5.4.2 If the variance is not reconciled within ten (10) working days, or if the employee-certified amount is determined to be incorrect, the District will adjust or cancel benefits accordingly.
 - 3.3.5.4.3 The medical insurance will be canceled retroactively when possible and the employee will be responsible for medical or insurance costs incurred.
- 3.3.5.5 All other conditions and terms of the Los Rios adjunct health insurance program, including documentation and deadlines, must be followed in order to participate in the Joint District Medical Insurance Program.
- 3.3.5.6 This joint program with Sierra Community College District is dependent upon state funding and mutual agreement between the districts. The inter-district agreement grants each District the right to terminate or modify the inter-district agreement at any time if there are material changes in the subject matter of the agreement, including changes in legislation, State funding of the program,

changes in insurance rates or coverage, plan changes due to collective bargaining, or any other cause. Therefore, this joint district program may be altered or terminated at the end of any six-month coverage period due to changes in State funding or the inter-district agreement. If such changes should occur, the District will notify LRCFT of such changes. Either LRCFT or the District may elect to renegotiate this article within thirty (30) days of such notice to LRCFT. If neither LRCFT nor the District elects to renegotiate, the changes will be implemented without such renegotiations.

3.3.5.7 Any State revenues received in support of this joint program will be available to LRCFT as a funding source as described in Appendices A and B of this Agreement.

3.3.6 The increased cost of the District contribution for eligible adjunct faculty shall be included in the cost calculations defined in Appendix A.

3.4 **Disability Income Protection**

3.4.1 The District shall maintain a policy of disability income protection for tenured and tenure-track faculty working fifty percent (50%) or more of a regular, full-time workload. The District's Disability Income Protection Program is not available for employees who are hired in long-term temporary positions as defined in Article 2.4.4.

3.4.2 Full-time unit members who receive payment under the terms of the policy of the District's Disability Income Protection Plan shall be provided District medical benefits for the period of one (1) year following the expiration of the employee's accrued sick leave benefits. The District contribution shall be based upon the level established for full-time active employees.

3.4.3 After the one-year period, full-time unit members qualifying to receive payment under the terms of the policy for disability income protection may continue to be covered under the District's medical benefits program at the employee's expense provided that the program or policy permits such participation.

3.5 **Reimbursement for Premium Advanced**

A nine-, ten-, and eleven-month employee who terminates his/her employment after July 1 and before his/her assignment would begin in that fiscal/academic year, shall reimburse the District for any District contributions paid on the employee's behalf for coverage periods beyond July 1. For employees who retire, the rate shall be adjusted in accordance with terms of this Agreement.

3.6 **Health Care Benefit for Retirees**

3.6.1 The District shall make monthly contributions for full-time regular members of the bargaining unit age 55 and over, who

- 3.6.1.1 have ten (10) full-time prior years of service with the District at the time of retirement and who retired during the term of this contract, and were employed before June 30, 1990; or
- 3.6.1.2 were hired after June 30, 1990 and have fifteen (15) full-time prior years of service with the District at the time of retirement.
- 3.6.1.3 Full-time service is defined in Articles 2.4 and 2.11.
- 3.6.2 The District monthly contribution shall also apply for full-time regular members of the bargaining unit who retire between the ages of 50 and 55, if the unit member was receiving disability income under the District's Disability Income Protection Plan just prior to retirement and the qualifying years of service have been met.
- 3.6.3 Contributions as established by the Board shall be made toward the premium cost of medical insurance for the retiree only.
- 3.6.4 The amount of the District contribution toward retiree health care benefits may be increased as determined by policies publicly adopted by the Board (Policy 5165). The retiree is bound by his/her choice of the District health plan made during the open enrollment period just prior to retirement and must participate continuously in the retiree group plan in order to remain in the selected District health plan.
- 3.6.5 The retiring employee may elect to be covered by a health plan other than a District health plan, and the established monthly District contribution level shall apply if the employee incurs an out-of-pocket expense. Once a health plan other than the District's plan is selected, the retiring employee or retiree will not be allowed to re-enroll in a District health plan unless an open enrollment period for such retirees is approved by the District health carriers.
- 3.6.6 In order to receive the District contribution upon retirement from the District, the employee must be vested in either the California Public Employees' Retirement System (PERS) or the California State Teachers' Retirement System (STRS) and be collecting retirement benefits from either PERS or STRS.
- 3.6.7 The monthly District contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.
- 3.6.8 Commencing in the spring semester of 2006, interested constituents, including the Insurance Review Committee, will form a group to examine issues related to health care for eligible retirees. Such issues shall include, but are not limited to: funding requirements, funding source, vesting requirements, pre-funding period, adequacy of current contribution amounts, coverage for dental insurance, and coverage for spouses or domestic partners covered by the District's health insurance at the time of retirement. The committee will also explore expansion of options under IRC Section 125. The work of the group will be completed and a report will be issued prior to January 2007. Implementation of any

potential plan will not need the Insurance Review Committee's or any other union's approval.

3.7 **Pre-Retirement Program**

- 3.7.1 Full-time faculty approaching retirement who are members of the State Teachers' Retirement System may apply for partial employment for up to five (5) years immediately preceding final retirement. In order to participate in this program, employees must meet the following requirements:
 - 3.7.1.1 The employee must have been a faculty member of the District for at least ten (10) years of which the immediately preceding five (5) years were full-time employment as defined by the State Teachers' Retirement System (STRS).
 - 3.7.1.2 When beginning the program, the employee must be at least 55 years of age.
 - 3.7.1.3 At the time of electing to be partially employed, the employee must submit a letter requesting his/her full retirement and agreeing to terminate his/her services with the District at the conclusion of the pre-retirement program. This agreement of full retirement and termination shall be irrevocable except at the discretion of the Board.
- 3.7.2 Participation in the pre-retirement program requires a reduction in the faculty employee's work assignment and a pro-rata reduction in the yearly contract salary. The minimum assignment shall be one-half the number of days of service required by the faculty employee's yearly contract for the last year of full-time employment. Participants in the pre-retirement program shall receive his/her assignment in a manner similar to that of full-time faculty employees and participate as though part of the full-time staff. This participation shall include maintaining on the days of assignment a proportionate share of the normal workload and responsibilities of faculty employees.
- 3.7.3 Standard District-paid benefits shall be maintained for participants in the pre-retirement program as though they were full-time employees, including District contributions to the State Teachers' Retirement System equal to the amount that would have been contributed had the faculty employee remained in full-time employment. Optional benefit plans may be continued with the employee making required payments not otherwise paid by the District.
- 3.7.4 Eligible faculty employees may apply for the pre-retirement program by contacting the District Human Resources Office. Applications must be received by March 1 for the fall semester or by September 15 for the spring semester.
- 3.7.5 Faculty employees participating in the program may be assigned, at District discretion:
 - 3.7.5.1 100 percent one (1) semester, and 0 percent the second semester.

- 3.7.5.2 50 percent each semester; or
- 3.7.5.3 Any assignment which will average 50 percent for two semesters in any academic year.
- 3.7.6 A pre-retirement program participant shall make payments for his/her share of retirement contributions and fringe benefits and any optional benefits via payroll deduction or direct payment as arranged with the District Business Services Office.

3.8 Dependent Care Assistance Program, Flexible Spending Accounts, and Premium Only Plan

- 3.8.1 A Dependent Care Assistance Program is provided to employees as permitted by Internal Revenue Code Section 125. This plan allows employees to annually elect to have a specified amount withheld from the salary payments for dependent care costs before income taxes are calculated. Employees must file claims for reimbursement of such costs with the District when eligible costs have been incurred. This provision allows employees to pay for dependent care costs with pre-tax dollars.
 - 3.8.1.1 Participation in the plan requires predictable monthly salary payments. Therefore, participation in the plan is limited to those employees meeting the following criteria:
 - 3.8.1.1.1 The employee must be a tenured or tenure-track employee.
 - 3.8.1.1.2 If an employee's monthly pay is not adequate to allow for the dependent care deduction, that month's deduction will be skipped.
 - 3.8.1.2 A detailed description of plan benefits, eligible costs, and requirements can be found in the Participants Handbook for the Dependent Care Assistance Plan. Employees should consult this handbook before electing to participate in the Dependent Care Assistance Plan.
- 3.8.2 The District also has a Medical Expense Flexible Spending Account (FSA) plan. This plan enables employees to fund eligible uncovered medical/dental/vision expenses with pre-tax dollars.
- 3.8.3 A Premium Only Plan (POP) is also in place. Any out-of-pocket premium deductions for medical and/or dental coverage are on a pre-tax basis.
- 3.8.4 The District may charge participants a fee to cover the costs of administering the program should a third party administrator be engaged. LRCFT shall participate in the selection of a third party administrator through the District Insurance Review Committee.

- 3.8.5 Participation in the plan requires an annual election made at the time of hire or during the open enrollment period each year held in conjunction with the health/dental open enrollment period. There are no other opportunities during the year for employees to elect to participate in or withdraw from the plan.
- 3.8.6 Continuation of this plan is subject to the Internal Revenue Code. The plan shall be amended to comply with any federal/state changes and as determined by the Insurance Review Committee.

3.9 **Parking for Faculty**

- 3.9.1 Access to parking on District properties for faculty is provided as a fringe benefit to those employees. Costs for said parking shall not be chargeable to monies assigned to LRCFT under the formula included in Appendix A of this Agreement.
- 3.9.2 Parking fees incurred by unit members assigned to the downtown, U.C. Davis and Davis outreach centers shall be reimbursed upon presentation of documented receipts not to exceed the actual cost of parking fees incurred during the period of assignment. If receipts cannot be obtained (e.g. metered parking), the faculty member shall complete the Parking Reimbursement Form designed for this purpose and shall submit the form for reimbursement to the college Business Office at the end of the semester or the assignment.