

SBCCDTA: Best and Final 09/22/2023

MEMORANDUM OF UNDERSTANDING
BETWEEN
~~SBCCD MOU Counterproposal #1 5/19/23~~
~~SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION~~
~~COUNTER PROPOSAL 07/18/2023~~
~~SBCCD MOU Counter Proposal #3 7/18/2023~~
~~SBCCD MOU Counter Proposal #4 09/12/2023~~
~~SBCCD MOU Counter Proposal #2 06/22/2023~~
Counter Proposal Between
SBCCDTA
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

HEALTH AND WELFARE BENEFITS FOR PART-TIME (ADJUNCT) FACULTY

This ~~Memorandum of Understanding (MOU)~~ Counter Proposal is made and entered into this ~~18th day of July 2023~~ 22nd day of September 2023 between the and the San Bernardino Community College District Teachers Association-CTA/NEA (hereinafter, "Association") and the San Bernardino Community College District (hereinafter, "District").

WHEREAS The District and Association agree to continue to address the goal of providing health and welfare benefits to part-time bargaining unit members as Objective #7 in Appendix A-1., ~~where the existing collective bargaining agreement also indicates that the District shall present a health and welfare plan for part-time bargaining unit members in the 2019-2020 academic year for implementation on September 1, 2020.~~

AND WHEREAS the greater percentage of Part Time Faculty in the Community College system in the State of California do not have access to health and dental coverage or have unreasonable coverage provided,

WHEREAS, The District has researched various plan offerings with insurance carriers to offer medical benefits to part-time faculty.

AND WHEREAS, the Parties mutually agreed through the 2022-2025 contract with the SBCCD in Article 11 Section D to provide healthcare and welfare benefits to Part Time Bargaining Unit Members,

IT IS THEREFORE AGREED THAT:

In an ongoing effort to continue to address "D" of Article 11: Health and Welfare Benefits, part-time faculty and their eligible dependents for the 2023-2024 plan year,

Effective October 1, 2023, through September 30, 2024, the District shall:

1. ~~The District will~~ continue to explore the option of participating in AB 190 and apply for the full reimbursement of Part-Time Faculty Health ~~Dental and Vision~~ or provide \$275,000 for the 2024-2025 school year.

2. Offer Anthem Blue Cross PPO High Deductible plan ~~the same plans as offered to the SBCCD Full-Time Faculty Members~~ offer a reimbursement program to all eligible part-time faculty members and eligible dependents ~~at 100% employee contribution~~ on a first come first serve basis and use the total amount budgeted \$150,000 for year 2023-2024 school year and the \$275,000 for 2024-2025 school year.
3. Contribute a total aggregate amount of \$150,000 for the 2023-2024 school year towards the cost of medical insurance. The total sum of \$150,000 shall be split amongst all eligible participating part-time faculty equally until the total sum is exhausted. ~~Up to 40 part-time~~ All Part-Time faculty members who meet the eligibility requirements will be funded 50% of the cost of their Healthcare plan ~~\$312.50 each month not to exceed \$3,750 for 2023-2024 plan year~~, to help offset the cost of employee premiums. For the year 2024-2025 the district reimbursement program will continue this reimbursement program for the agreed upon budgeted amount of \$275,000. This will be used to fund the Part-Time Healthcare Reimbursement program with the same rules as established for years 2023-2024 except for the increased amount used to fund the program for 2024-2025 \$275,000. ~~The maximum enrollment for this funding shall be 40 faculty. The established cap shall not be considered as a permanent cap to funded benefits for part-time faculty.~~ The established cap and subsidy amount will be subject to negotiations every year after.
4. Offer Anthem Blue Cross PPO High Deductible plan ~~to all the same plans as Full Time Faculty to all eligible part-time faculty members and eligible dependents at 100% employee contribution.~~
5. ~~Develop an interest list over a two-week one-month period in collaboration with SBCCDTA to determine how many part-time faculty members would be interested in enrolling.~~ Hold an open enrollment period to offer enrollment to interested part time faculty members. for 1 month.
6. Once the interested part-time faculty list is created, the District will open enrollment to all interested Part-Time faculty for 1 month.
7. ~~Up to 40 part-time faculty members who meet the eligibility requirements will be funded \$312.50 each month not to exceed \$3,750 for 2023-2024 plan year, to help offset the cost of employee premiums. The maximum enrollment for this funding shall be 40 faculty. The established cap shall not be considered as a permanent cap to funded benefits for part-time faculty. The established cap and subsidy amount will be subject to negotiations every year.~~

The following eligibility requirements shall apply:

1. Eligible part-time faculty members must not be insured for medical coverage from another employer directly, as a spouse, a domestic partner, or as a dependent.
2. Part-time faculty must be actively employed in a district faculty position for 0.4 load in any given semester. ~~or in the schedule of classes at the start of either Fall or Spring semester to accommodate Late Start Faculty. At any point during the plan year~~ If the faculty member is not actively working that semester, but has taught the 0.4 load the medical coverage ~~cost~~ will not be terminated. If the faculty member falls below 0.4 load for any given semester then it will be terminated. ~~will be terminated. revert in full to the part-time faculty member until reemployment with the district paid in full by the Part-Time Faculty.~~
3. The district and the employee must commit to health care coverage for a period of one year and must sign up during the regular open enrollment period. Exceptions to this will be made if a part-time faculty member experiences a qualifying event.
4. Priority will be established as follows:
 - a. 1st priority: Applicants enrolled in the previous plan year.
 - b. 2nd priority: Shall be established by the earliest hire date.

5. Any subsequent enrollments are at the discretion of the District. ~~Any subsequent enrollments are to be negotiated as required by law the discretion of the District. in consultation with the Association.~~

The District and Association Parties reserves the right each school year to change negotiate the medical plans. ~~The and/or subsidy Until then the amount offered to part-time faculty is subject to negotiations each school year.~~ The subsidy amount offered to part-time faculty is subject to negotiations each school year.

If there are remaining funds after enrollment of all interested Part-Time Faculty in the available medical plan, the District will establish a reimbursement program. The purpose of the program is to provide an opportunity for individual Part-Time faculty members to receive reimbursement for their purchase of a comprehensive medical plan through Covered California. Parameters include:

1. ~~Plan is required to be a comprehensive medical plan.~~
2. ~~The monthly allowance is offered only for the months in which the employee receives medical coverage.~~
3. ~~The maximum monthly benefit amount will be \$312.50. In the event the medical plan purchased is less than \$312.50, the employee will receive the amount needed to cover the plan and will not receive additional compensation.~~
4. ~~This allowance shall be applied toward a qualified voluntary comprehensive health insurance program of the faculty member's individual arrangement and choice for the part-time faculty member who meets the following criteria:~~
 - a. ~~Eligibility is reviewed each Fall and Spring semester.~~
 - b. ~~The faculty member must have completed six semesters of employment in the District.~~
 - c. ~~The Faculty member must have assignment equal to or above 40% load during each semester.~~
 - d. ~~Priority for reimbursement will be established by the earliest hire date.~~
 - e. ~~Each semester the faculty member must submit the following to the Office of Human Resources in order to be eligible for the reimbursement:~~
 - i. ~~A signed affidavit and official documentation of current enrollment and monthly premium cost paid by the employee in a voluntary Bronze, Silver, Gold or Platinum medical plan provided through Covered California under the Patient Protection and Affordable Care Act, or an equivalent comprehensive medical or health insurance plan.~~
 - ii. ~~If coverage is terminated, the part-time faculty member must notify the District within 10 days of the date of termination. If the policy is terminated, the benefit will cease for the remainder of the semester.~~
 - iii. ~~This program is subject to random District audits.~~
 - f. ~~The District allowance will cease if the employee no longer meets the requirement of the above criteria.~~
 - g. ~~The District reimbursement allowance shall be paid through payroll.~~

5. ~~The total aggregate amount the District will contribute towards the cost of medical insurance and the reimbursement program is \$150,000.~~

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SBCCD MOU COUNTER PROPOSAL #2 06/22/2023
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SBCCDTA COUNTER PROPOSAL 9-22-2023~~

HEALTH AND WELFARE BENEFITS FOR FULL-TIME FACULTY

For the 2023-2024 plan year (October 1, 2023 – September 30, 2024), the benefit cap shall be as follows:

1. Medical plan only: \$15,636.00 ~~\$18,500.00~~
- a. Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans. ~~when the cost surpasses \$18,500.00.~~

- b. Medical plans offered to include a choice of six (6) medical plans:
- i. Anthem Blue Cross Select-Network HMO Premier (No additional cost option)
 - ii. Anthem Blue Cross Full-Network HMO Premier ~~(No additional cost option)~~
(*~~\$93.60~~)(*from \$93.60 to \$86.40 see note below)

Note: District is proposing to buy down this premium to \$86.40 for the employee.

- iii. Anthem Blue PPO ~~(Additional cost option)~~ (*520.80)
- iv. Anthem Blue PPO Low ~~(Additional cost option)~~ (*296.40)
- v. Kaiser Low HMO \$30 Co-Pay ~~(No Additional cost option)~~ (*from 190.80 to ~~\$135.00~~ \$101.00 see note below)

Note: There was a substantial increase to this plan premium; it increased from \$90 to \$190.80; District is proposing to buy down this premium to ~~\$135.00~~ \$101.00 for the employee.

- vi. Kaiser High HMO \$10 Co-Pay ~~(No Additional cost option)~~ (*\$261.60)

2. Dental, Vision, Term Life and AD&D: ~~\$649.68~~ ~~\$1,400.00~~
- a. Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans. ~~when the cost surpasses \$1,400.00~~

- b. Dental plans offered include a choice of two (2) dental plans:
- i. DeltaCare USA HMO (No additional cost option)
 - ii. Delta Dental PPO ~~(No Additional cost option)~~ (*61.63)

- c. Vision plan offered include one vision (1) plan:
 - i. EyeMed (No additional cost option)

- d. Term Life and AD&D policies include Basic and Voluntary coverage options:
 - i. Prudential Basic Term Life: \$50,000 (No additional cost)
 - ii. Prudential Basic AD&D: \$50,000 (No additional cost)
 - iii. Prudential Voluntary Term Life (Additional cost option)
 - iv. Prudential Voluntary AD&D (Additional cost option)
 - v.

*All employee contributions are deducted on a tenthly basis

3. Medical Wavier

- a. Full-time faculty members who chose to opt-out of the medical plan benefits shall complete the 2023-2024 Opt-Out of Medical Benefits Form.

- b. In lieu of medical benefits, full-time faculty members who chose to opt-out shall receive a \$250 per month (\$3,000 per year) stipend. It is understood that this monthly stipend may be considered a compensable benefit and subject to the appropriate taxes and applicable retirement contributions. The District shall still continue any other plan that the faculty member is currently enrolled in including dental, and vision, and any other alternative insurance benefits including Basic Life Insurance and the Employee Assistance Program (EAP).

There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the above amount from any compensation due from the unit member.

The District shall contribute ~~\$18,500.00 towards~~ the cost of the least expensive health and welfare plan to full-time unit members during the 2023-2024 plan year (October 1, 2023 – September 30, 2024).

This Agreement is made and entered into on the 22nd day of September 2023.

Presented by SBCCDTA

Date: 9/22/2023

Ed Gomez
Ed Gomez, SBCCDTA President

Accepted by SBCCD

Date: 9/22/2023

Kristina Hannon, Vice Chancellor of Human Resources, SBCCD Chief Negotiator