TENTATIVE AGREEMENT

By and Between

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

April 17, 2019

Terms and Conditions: This Tentative Agreement is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

ARTICLE 10: HEALTH & WELFARE BENEFITS

10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide to each eligible unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and employee assistance program (EAP).

Individual unit members may select among plans as outlined in Appendix J.

During the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a permanent basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive health and welfare package and the package selected by the individual through payroll deductions.

The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out of pocket cost to unit members.

- 10.2 **HEALTH & WELFARE COMMITTEE**. The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate three (3) unit members to the committee. The purpose of the committee is to monitor costs and recommend changes. The committee's recommendations are non-binding on the bargaining unit.
- 10.3 "OPT OUT" OPTION (MEDICAL ONLY). Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:
 - a. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in twelve (12) equal payments.
 - b. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
 - c. Any savings generated under this section shall be used to help offset current/future insurance costs for the DISTRICT and employees.
- 10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the collective bargaining agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to reopen this Article during the term of this agreement in the event of a financial hardship as declared

by the DISTRICT or the ASSOCIATION. The DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the District's contribution per employee per medical/dental/vision/chiropractic/life insurance/ employee assistant program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package at the time the District claims financial hardship.

This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

For the District

Kristina Hannon, SBCCD

Executive Director, Human Resources

For CSEA

Kevin Palkki, President CSEA #291

Fermin Ramirez, Téam Member

Ginger Sutphin, Team Member

Stacy Garcia, Team Member

David Stevenson, Team Member

Myesha Kennedy, CSEA LRR