

ARTICLE 10: HEALTH & WELFARE BENEFITS

- 10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide to each 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 (**Health and Welfare Benefits package**).

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 regular 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 medical 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. This option is available on a first-come, first-serve basis.
- b. No more than 10% of members of any plan may elect this option.
- c. 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.
- d. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
- e. 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 re-open 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.

BOARD OF TRUSTEES APPROVAL:
CSEA RATIFICATION:

25

For the District

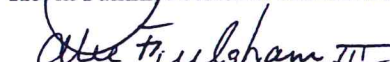
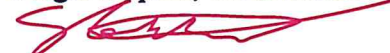


Kristina Hannon, SBCCD
Vice Chancellor, Human Resources &
Police Services

For CSEA



Kevin Palkki, President CSEA #291


Abe Fulgham III, Team Member
Ginger Sutphin, Team Member
Stacy Garcia, Team Member
David Stevenson, Team Member
Myesha Kennedy, CSEA LRR