



AGREEMENT

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION

FOR

July 1, 2019 – June 30, 2022

Year 1 of 3-Year Contract

8.E.4.a. Service credit shall be granted for no less than one-half year.

8.E.4.b. A unit member must be in paid status for no less than fifty percent (50% or 15 annual LHE) of a full-time equivalent assignment for his/her respective position. Only contract and regular certificated paid status will be considered for this purpose.

8.E.5. District Contribution: Post-retirement District contributions will be made based upon rules and regulations of the medical benefits program in effect and shall be no less than provided by Public Employees' Medical & Hospital Care Act (PEMCHA) minimum with the third-party health and welfare administrator.

8.E.6. Termination of Employment: Retiree benefits shall not begin until retirement is declared and completed in accordance with the rules and regulations then in effect of the retirement system of which the retiree is a member and the medical benefits program then in effect.

8.E.7. Coverage Limits: Coverage under this Article is effective only during the lifetime of the unit member and, if covered, for his/her spouse or registered domestic partner of record enrolled in a District plan at the time of retirement from the District. Dissolution of a marriage or a registered domestic partnership disqualifies coverage for the spouse or registered domestic partner of record as of the date of such dissolution. If the retiree remarries, the new spouse or registered domestic partner of record becomes eligible for benefits.

8.E.8. Dependents: Eligible dependents shall be permitted to remain in the group plan at the retiree's expense until the retiree's death or as otherwise allowed in accordance with the rules and regulations then in effect with the District's medical benefits program.

8.E.9. Dental Benefits: Upon retirement from the District, a retiree along with his/her spouse or registered domestic partner and his/her eligible dependents may select a dental insurance plan at the retiree's expense that mirrors the dental benefits plans for active employees. The retiree may select either to exhaust the 18 months of COBRA or go directly to the AB 528 rates offered through the District. If the retiree selects COBRA at the time of retirement, the District will send a notification letter to the retiree six months before COBRA benefits end to explain options available once COBRA is exhausted.

8.F. Health and Welfare – Adjunct Faculty:

8.F.1. Contribution: The District shall contribute a maximum of \$6,000 per fiscal year toward the medical insurance premiums for each eligible adjunct professor. The maximum annual pool available shall be \$809,135.

8.F.2. Eligibility: All adjunct professors who qualify under the Affordable Care Act are considered eligible adjunct employees under section 8.F.1 and are not subject to the maximum annual pool limitation. Otherwise, to be eligible for this program, the employee:

- Must have served the District as an adjunct professor for a minimum of four (4) consecutive

semesters, not including summer/winter intersessions, prior to applying for medical and/or HMO dental benefits described herein;

- Must not be receiving medical or dental insurance coverage through another employer, either directly or as a spouse, domestic partner or dependent; and
- Must comply with all requirements and procedures of the carrier for enrollment and maintenance of coverage.
- A break in service of greater than two (2) years will nullify eligibility.
- Credit adjunct faculty professors must be scheduled to teach at least twenty percent (20% or 3 LHE) of a full-time load.
- Noncredit adjunct faculty professors must be scheduled to teach at least six (6) hours per week for each primary term.

8.F.3. Application: The premiums shall be paid through a tax-free payroll deduction, with the District paying 12.5% (twelve and a half percent) of the maximum stated in Article 8.F.1. each month of coverage in a term, up to a maximum of four (4) months per semester. The employee must enroll within four (4) weeks of the start of the employee's assignment in the fall or spring term of eligibility. If the enrollment deadline is not met, the eligible employee may apply for this benefit in the subsequent semester. The employee may choose insurance for one party, two-party or family coverage, but the cost of the employee portion of the monthly premium must not exceed the employee's net pay at the time the coverage takes place. If at any time the employee's portion of the premium exceeds the employee's net pay, the employee must pay the District the total expected shortfall for the term within thirty (30) days of notification. Failure to make the required payment will result in termination of the coverage. Participation in this program shall not make the employee eligible for the District's Retiree Medical Program.

8.F.4. Annual Funding Pool: By the conclusion of the fiscal year, if there is a balance in the maximum annual pool, such balance shall be distributed equally among the employees participating in the adjunct employee medical program. The total annual benefit to an employee shall not exceed the actual cost of the annual medical care premium for employee-only coverage in the plan in which the employee is enrolled.

8.F.5. Minimum Load Requirements: The employee must meet the minimum load requirement each term to qualify for the programs described above. The parties agree that the District's primary responsibility regarding scheduling professors and classes is to best meet the needs of students and programs, and that this medical benefits program does not obligate the District to maintain any professor's load at any minimum level from one term to another.

8.F.6. Priority: In any given term or fiscal year, when the number of applicants for medical benefits is projected to result in a cost to the District that will exceed the funds available in the maximum annual pool, the