

Article 22  
**PAID BENEFITS**

22.1 The Board shall provide benefits to each qualified faculty employee as specified in this article. A “qualified faculty employee” is one who:

22.1.1 Is either a contract or regular faculty employee or a full-time temporary faculty employee appointed for a period of at least one year; and

22.1.2 Is employed at least half time; and

22.1.3 Has been in paid status during the month preceding the month covered by the benefits.

A faculty employee shall be deemed to be in paid status during any recess if the employee is scheduled to return to paid status at the end of the recess. In addition, a faculty employee shall be deemed in paid status after the end of the academic year if the employee is scheduled to return to paid status in the next academic year.

**22.2 Medical and Hospital Benefits - General**

Each qualified faculty employee shall select one of the options described in Section 22.2 at least annually during the established open enrollment period or periods:

22.2.1 Kaiser Foundation Health Plan, a Health Maintenance Organization fully paid by the District for the employee and his or her eligible dependents subject to the following:

22.2.1.1 The Kaiser Foundation Health Plan shall include a co-payment by the employee and dependent of \$10.00 per physician office visit.

22.2.1.2 The Kaiser Foundation Health Plan shall include a co-payment by the employee and dependent of \$50.00 for Emergency Room treatment that does not result in admittance to the medical facility.

22.2.1.3 The Kaiser Foundation Health Plan shall require a \$5.00 co-payment for each prescription for generic drugs and a \$10.00 co-payment for each prescription for brand-name drugs for employees and their eligible dependents.

22.2.2 District Self-Insured “Network-Only Medical Plan” (PPO), a Preferred Provider Organization fully paid by the District for the employee and his or her eligible dependents subject to the following:

22.2.2.1 The PPO Plan shall include a co-payment by the employee and dependent of \$20.00 per physician office visit.

22.2.2.2 The PPO Plan shall include a co-payment of \$50.00 for Emergency Room treatment that does not result in the employee’s or his or her eligible dependent’s admittance to the medical facility.

22.2.2.2.1 The Emergency Room co-payment shall not exceed \$100 in any plan year for an individual employee or dependent or \$300 in any plan year for an employee and his or her family.

- 22.2.2.3 The PPO Plan shall include paid prescription drug benefits for the employee and eligible dependents which pay the cost, less \$5.00 for generic drugs and the cost less \$15.00 for brand-name drugs, unless the employee or dependent uses mail order prescriptions, in which case the cost to the employee for a 90-day supply shall be \$10.00 for generic and \$30.00 for brand-name. Mail order shall become mandatory after the third fill of the prescription. A \$500 annual cap per individual on co-payments for mail order prescriptions shall apply.
  - 22.2.2.4 New employees and dependents covered under a District Plan (either the PPO Plan or the PPO+ Plan as described in Section 22.2.3) after July 1, 1993 shall be subject to a “12-month pre-existing condition exclusion” provision consistent with legal and carrier requirements.
  - 22.2.2.5 The lifetime limit for any employee or dependent under a District Self-Insured Medical Plan (including the “District Plan” prior to 2004, the PPO Plan and/or the PPO+ Plan as described in Section 22.2.3) shall be \$2,000,000 per insured.
  - 22.2.2.6 Deductibles: The PPO Plan shall require deductibles of \$150 annually for each covered individual with a maximum \$400 annual deductible per family.
  - 22.2.2.7 Hospital Co-pay: The PPO Plan shall include a hospitalization co-payment of \$50.00.
  - 22.2.2.8 Coverage Outside the PPO Network: The PPO Plan shall pay 100% of the usual and customary rates (UCR) for services acquired from a non-PPO provider in an emergency, or when no PPO provider is available within 30 miles of the insured’s primary residence and the care is pre-authorized. Routine care and/or primary care by a non-PPO provider shall be excluded from this provision.
  - 22.2.2.9 The PPO Plan, including a definition of “emergency,” applicability of deductibles, and coverage for mental health, substance abuse, and non-traditional providers, is fully described in the Group Medical Plan Booklet.
- 22.2.3 District Self-Insured “Combined Coverage Medical Plan” (PPO+), a plan offering both the Preferred Provider Organization and out-of-network providers. The PPO+ Plan is fully paid by the District for the employee only. Employees who enroll dependents in this plan share the cost of the plan by paying the difference in the premium cost between the District Self-Insured “Network Only Medical Plan” (PPO) described in Section 22.2.2 of this article and the District Self-Insured “Combined Coverage Medical Plan” (PPO+) for employee plus one or employee plus family. Employees and their eligible dependents enrolled in the PPO+ Plan are subject to the following:
- 22.2.3.1 The provisions of the PPO Plan governing co-payment for medical and prescription coverage, lifetime limit, and pre-existing condition as described in Sections 22.2.2.1 through 22.2.2.5.
  - 22.2.3.2 Services acquired from a non-PPO provider, shall be paid at 80% of the usual and customary rates (UCR) for the first \$10,000 of such

medical services annually. Thereafter, the Plan shall pay 100% of the UCR charges consistent with other requirements.

22.2.3.2.1 If PPO providers are not available within a 30-mile radius from the employee or dependent's primary residence, the Plan shall pay 100% of UCR charges for that geographical area.

22.2.3.3 The PPO+ Plan, including a definition of "emergency," out-of-pocket maximums, and coverage for mental health, substance abuse, and non-traditional providers, is fully described in the Group Medical Plan Booklet.

### 22.3 **Vision Care Benefits**

The Board shall continue to provide existing vision care benefits to each qualified faculty employee and his or her eligible dependents.

### 22.4 **Dental Care Benefits**

The Board shall continue to provide existing dental care benefits to each qualified faculty employee and his or her eligible dependents.

### 22.5 **Life Insurance Benefits**

The Board shall provide each qualified faculty employee under age 70 with \$50,000 level-term life insurance benefits.

### 22.6 **Long-term Disability Insurance Benefits**

The Board shall provide each qualified faculty employee under the age of 70 with a long-term disability benefit as follows:

22.6.1 For employees disabled on or after March 1, 1999 through December 31, 2007 the insurance shall provide a benefit equal to  $66 \frac{2}{3}$  percent of the employee's "Basic monthly earnings" on the date he or she became disabled, to a maximum payment of \$4,300 per month. "Basic monthly earnings" means  $\frac{1}{12}$ th of the employee's annual contract salary.

22.6.2 For employees disabled on or after January 1, 2008 the insurance shall provide a benefit equal to  $66 \frac{2}{3}$  percent of the employee's "Basic monthly earnings" on the date he or she became disabled, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means  $\frac{1}{12}$  of the employee's annual contract salary.

22.6.3 The benefits shall be payable after the end of all accumulated sick leave and extended sick leave under Article 16.

22.6.4 For employees with five or more years of STRS service and two or more eligible children on the day of disability, benefits shall be payable for one year from the date of disability for both accident and illness provided that the employee is 69 years of age or younger on the date of disability. If the period of disability extends beyond one year, the employee shall receive disability allowance payments from STRS.

22.6.5 For all employees not included under Section 22.6.4, the benefit shall be payable for ten years from the date of disability for both accident and illness

provided that the employee is 55 years of age or younger on the date of disability. If the employee is older than 55 years on the date of disability, the maximum benefit period shall be the same as that provided in the maximum benefit schedule set forth in the District's income protection insurance policy.

#### 22.7 **Employee Assistance Program**

The Board shall provide an employee assistance program for each qualified faculty employee and his or her eligible dependents. The Board and FA shall maintain procedures that the Board will follow in making formal referrals to the EAP. Administrators shall consult with Human Resources for guidance on following the procedures before initiating a formal referral. A copy of the procedures shall be included in the faculty handbook at each college.

#### 22.8 **Benefits During Unpaid Leave of Absence**

A qualified faculty employee who is granted an unpaid leave of absence and thereby is not qualified for paid benefits under Section 22.1 may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits shall be determined as follows:

- 22.8.1 For ten-month (175-day) faculty employees, 1/175th of the full annual premium or its equivalent for each day of unpaid leave of absence;
- 22.8.2 For eleven-month (195-day) faculty employees, 1/195th of the full annual premium or its equivalent for each day of unpaid leave of absence;
- 22.8.3 For twelve-month (215-day) faculty employees, 1/215th of the full annual premium or its equivalent for each day of unpaid leave of absence.

22.9 The District and FA agree that same-sex domestic partners shall be included under this article. The procedures for application, qualifications, duration, and other appropriate provisions are specified in Appendix L of this *Agreement*.

22.10 FA and the Board reaffirm that health benefit cost containment efforts remain a high priority for the parties. As a result, FA and the Board shall continue to negotiate appropriate cost containment and quality assurance measures during the life of this *Agreement* based on the recommendations of the District Health Benefits Advisory Committee convened by Human Resources.