

Article 22A
PAID BENEFITS FOR PART-TIME FACULTY

- 22A.1 The Board shall provide benefits to each qualified part-time faculty employee as specified in the article. A qualified part time faculty employee is one who:
- 22A.1.1 Has reemployment preference as provided in Article 7; and
 - 22A.1.2 Had an annual load factor of at least .4 or more during the academic year prior to receiving benefits; and
 - 22A.1.3 Affirms annually via a signed affidavit (Appendix K of this *Agreement*) that he/she has no other access to medical insurance where all or part of the premium is paid through some other source.
 - 22A.1.3.1 Medicare shall be excluded from the definition of medical insurance for the purpose of 22A.1.3. A part-time faculty employee who is eligible for Medicare is required to enroll in Medicare Part A during the three-month window prior to turning age 65. At the time of Part A enrollment, the employee shall request to delay enrollment in Medicare Part B until he or she is no longer covered by the District's Plan. The employee shall complete the Part A enrollment and request the Part B delay at the Social Security Administration. The faculty employee shall have the sole and complete responsibility for complying with this provision.
- 22A.2 Medical Plan
- Each qualified part time faculty employee and his or her eligible dependents are eligible to enroll in the District's Kaiser Foundation Health Plan.
- 22A.3 Premium Payment
- Premium payment shall be dependent upon the faculty employee's annual load in the prior academic year and be subject to the following conditions:
- 22A.3.1 The employee must enroll annually.
 - 22A.3.2 The program shall be dependent upon the continuation of funding as described in Education Code Sections 87860 through 87868 whereby the State pays up to one-half of the District's total cost, provided that the amount claimed by all districts in the state does not exceed the funding provided in the state budget. If a change occurs in the state funding to the District for this program, both FA and the District agree to re-open negotiations on the program.
 - 22A.3.3 Employees with loads of at least .5 shall have the full cost of the premium paid by the District.
 - 22A.3.4 Employees with loads of .4 up to .4999 shall be responsible for payment of 50 percent of the premium and the District shall be responsible for 50 percent of the premium for coverage.

- 22A.3.4.1 The employee with a load of .4 through .4999 contributes 50 percent of the annual (12 months) premium in nine (9) equal payments through payroll deductions from regular monthly paychecks.
- 22A.3.4.2 The employee shall submit a check or money order within ten (10) working days from the time the payroll check is issued to cover any amount which is not covered by the monthly check or within ten (10) working days from the time the payroll check would have been issued during a non-assignment quarter.
- 22A.3.4.3 Payroll deductions begin on October 31 of each year of enrollment.

22A.3.5 Notwithstanding 22A.3.3 and 22A.3.4 above, the District shall review, on a case by case basis, the eligibility for full District premium payment of faculty who, because of load configurations, are assigned loads that consistently fall slightly under .5 load (e.g., .48 or .49). Human Resources shall notify the Faculty Association when an employee applies for such review and of the action taken.

22A.4 Continuing Eligibility

Continuing eligibility shall be determined annually for the period October 1 through September 30 based upon the part-time faculty employee's assignment during the prior academic year.

22A.4.1 Eligibility shall cease if:

- 22A.4.1.1 The employee's load for the prior academic year is less than .4;
or
- 22A.4.1.2 The employee loses the reemployment preference per Article 7;
or
- 22A.4.1.3 The employee resigns or retires from service in the District: or
- 22A.4.1.4 The employee fails to enroll during the annual Open Enrollment period (July 1 – July 31) and/or fails to submit required documents.

22A.4.2 Should coverage cease, the part-time faculty employee is eligible for COBRA rights.

22A.5 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*.