

District Counterproposal #2 1/11/23**ARTICLE 16 - BENEFITS**

- 16.1 The District covers the costs for the lowest paid Health Maintenance Organization (“HMO”) for the current medical plans offered. The District shall maintain the benefits programs (in terms of full-time service levels: Anthem HMO, Anthem PPO 100% coverage, Anthem PPO 80% coverage, Kaiser HDHP, Kaiser HMO: \$0 office visit plan, and Delta Dental HMO or PPO) for all qualifying faculty, in place as of October 1, 2020. The details of employee contributions/incentives/copays for these plans are outlined in 16.1.1. These benefit programs include medical, dental, vision, long-term care, life insurance, and long-term disability for qualifying faculty. Any increases in costs to maintain the current level of service (as of October 1, 2020) shall be borne by the District throughout the duration of the Agreement. The parties agree to work collaboratively and in a timely manner to control future healthcare costs and consider plan changes that are necessary to control these costs.

16.1.1 Double, Overlapping, and Legacy Coverage

Double coverage occurs when two employees who are in the same household can select a District offered medical plan. Effective 2020-21, employees who are double covered by the District shall make medical plan selections as follows:

- a. Single Plan/Single Plan
- b. Single Plan/2-Party coverage (i.e., employee and one (1) dependent)
- c. Single Plan/Family coverage (i.e., employee and two (2) or more dependents)
- d. Employees “grandfathered” legacied into the opt-out incentive plan due to the transition from the Fringe Benefits Consortium will be required to have one (1) spouse select the most appropriate plan to cover the employee and/or dependents, in order for the other spouse to continue to receive the current “opt-out” incentive.

Employees who currently have duplicate overlapping coverage from another non-District employer and have currently chosen to opt-out of District health coverage in exchange for a stipend of \$2,400 annually may continue to opt-out and receive this legacied stipend (grandfathered). This opt-out provision is no longer provided to other employees of the District. This opt-out provision is also not provided to those employees who are currently legacied grandfathered, but who later opt-in and to accept the District’s health coverage after October 12,

10/12/2016. All active employees otherwise not grandfathered/legacied by this article are required to participate in the medical plan.

16.1.1 Active Employee Plan Options

Effective October 1, 2022 to September 30, 2023

Medical Benefits Options for Full-Time Faculty, and Including Full-Time ECELS Employees*

Plan Options	Medical Plan Options					Dental Options			Vision
	Anthem PPO 0% coinsurance \$0 deductible \$20/\$40/\$250** RX: \$5-\$20	Anthem PPO 20% coinsurance*** \$300/\$600 deductible \$20/\$40/\$250** RX: \$9/\$35	Anthem HMO Full Network \$20/\$40/\$250 RX: \$9/\$35	Kaiser HMO \$0 office visit RX: \$5/\$10	Kaiser HDHP \$1500/\$2700/\$3000 deductible \$3000/\$6000/\$6000 OPM	DeltaCare Dental HMO	Delta Dental PPO Employee	Delta Dental Incentive Premier PPO	EyeMed
Employee Monthly Contribution:	Single: \$184 2-Party: \$359 Family: \$505	Single: \$0 2-Party: \$0 Family: \$0	\$0	\$0	\$0	\$0	\$44.87 \$10	\$71.57 \$20	\$0
Employee Incentive:	\$0	\$0	\$0	\$0	Single: \$3000 2-Party: \$6000 Family: \$6000	n/a	n/a	n/a	n/a
Full-time Faculty, Including ECELS	X eligible	X eligible	X eligible	X eligible	X eligible	X eligible	X eligible	X eligible	X eligible
Full-time ECELS Faculty	X	X	X	X	X	X	X	X	X
Part-Time Faculty, Including ECELS - Effective Spring 2023	X eligible	X eligible	X eligible	X eligible	X eligible	May be purchased at 100%	n/a NOT eligible	n/a NOT eligible	May be purchased at 100%

*Full-time faculty and full-time ECELS employees also receive Life & ADD, Long-Term Care, and Long-Term Disability with no employee contribution

** office visit/specialist/emergency room fee

*** up to out-of-pocket maximum (OPM) of \$1000/\$3000

16.2 Benefits for eligible faculty retirees and their spouses or domestic partners shall be provided (see Appendix J).

16.3 All faculty members shall be entitled to use the Wellness Center at the rate in effect for faculty on January 1, 2001.

16.4 The Employee Assistance Service for Education (EASE) program in place January 1, 2001 or the equivalent shall continue during the life of this Agreement.

16.5 The District shall continue to make available its voluntary Internal Revenue Code Section 125 Flexible Spending Plan, which allows employees to set aside part of their salary on a pre-tax basis to pay some dependent care expenses, some unreimbursed medical expenses, and some employee-paid medical insurance premiums.

16.6 The Benefits Committee will be convened as needed to review current benefits and utilization rates, explore options, and make recommendations to the District and the Palomar Faculty Federation for additions and changes to employee and retiree health and welfare benefits.

The parties will charge the Benefits Committee with the task of evaluating the medical plans offered by the District.

16.7 By participating in the Benefits Committee, the Federation does not waive any rights under the Educational Employment Relations Act to negotiate all matters within the scope of bargaining.

16.8 The District will promptly deliver to the Benefits Committee complete copies of all documents (including attachments and/or enclosures) received from the current insurance carrier(s) and benefit provider(s) regarding the health and welfare benefits for employees of the District.

16.9 Faculty membership in the Benefits Committee, to be selected by the PFF, shall include four (4) active faculty members.

~~16.10 The District will contribute to part-time faculty health benefits for participants who enrolled and qualified during the Open Enrollment Period. Part-time faculty members may add eligible dependents to their plan in accordance with the provisions outlined in this article. Beginning Fall 2022, each year the District shall allocate \$800,000 to fund the District's contribution to premium costs for part-time faculty health benefits. One-half of the amount shall be allocated to fall semester enrollee premiums, and one-half of the amount allocated to spring semester enrollee premiums. If the District's portion of the premiums in any semester exceeds \$400,000, the enrollment to bring the District's premium contribution to \$400,000 shall be allocated in accordance with Section 16.10.8. If the semester premium costs for all participants are less than \$400,000, the remainder shall carry forward to the next semester. If the annual premium costs for all participants are less than \$800,000 the remainder shall carry over to the next fiscal year. The allocation of funds for part-time benefits will be reconsidered in annual reopeners, and the District agrees to notify PFF before the event that any eligible part-time faculty member is either dropped from or denied health insurance benefits due to this cap.~~

~~16.10.1 The health benefit coverage shall apply to the part-time faculty member and eligible dependents.~~

~~16.10.2 The health plan shall be an HMO group plan to be~~

selected by mutual agreement of the District and the PFF

16.10.3 The District shall charge the employee portion of benefits payments, as outlined in 16.10.5 through payroll deduction in equal payments during each coverage period. In months when the employee is not on payroll, the employee contributions shall be deducted in full from the next paycheck. If the employee does not return to Palomar, the amount of the premium is due in full from the employee.

16.10.4 An eligible employee must be in good standing with respect to contribution payment, to remain eligible for benefits in subsequent enrollment periods.

16.10.5 The District shall provide an HMO group plan to be selected by mutual agreement of the District and PFF (for FY 2022/23, this would be the Kaiser HMO \$20 office visit plan) for eligible part-time faculty effective October 1, 2022. The District shall pay ninety percent (90%) of the medical premium for the single tier or 50% of the premium for the two-party or family tier. The participating part-time faculty member shall contribute the remainder of the medical premium cost for the elected tier.

16.10.6 Part-time faculty members shall be eligible to participate upon:

- Meeting a minimum of a forty percent (40%) load for at least three (3) of four (4) consecutive regular semesters or an average of 40% load for four consecutive regular semesters, and
- Submitting to the Human Resource Services office, no later than ten (10) calendar days prior to commencement of each coverage period, a completed application form (see Benefits Coordinator for appropriate form).

16.10.7 Part-time faculty members shall be eligible to participate upon submitting to the Human Resource Services office, no later than ten (10) calendar days prior to commencement of each coverage period, a completed application form (see Benefits Coordinator for appropriate

form).

16.10.8 If the premium costs for eligible applicants would exceed the funds allocated pursuant to Section 16.10 above, eligible part-time faculty members shall receive health benefit coverage in the following order of priority:

- Those on Step 10 of the Part-Time (Adjunct) Faculty Salary Schedule, **followed by**
- Those on Steps 9, 8 and 7...3, to 1 of the Part-Time (Adjunct) Faculty Salary Schedule (in that order of priority)

If the budget allocation is insufficient to cover the District's share of premium costs for all eligible applicants on a given step, the order of priority among eligible applicants on that step shall be based upon the drawing of lots.

16.10.9 The District will notify part time faculty of any changes to part-time health insurance coverage before the change is made. The District will notify part-time faculty who are eligible to receive benefits and who were previously eligible to receive benefits and are no longer eligible within ten (10) working days of the start of the open-enrollment period. Part-time faculty who are no longer eligible for health benefits will be provided with information on COBRA.

16.10.10 The coverage periods for participating part-time faculty members shall be six (6) months in duration commencing October 1st and April 1st of each calendar year. Medical coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period. Part-time faculty who experience a qualifying event will be able to enroll at that time.

16.10.11 The District agrees to reopen negotiations on part-time healthcare coverage at PFF's request if the State offers changes to the funds or requirements for part-time faculty health insurance. Both parties agree to negotiate changes in good faith.

16.10.12 Part-time faculty members shall not be eligible to

participate if they are eligible for medical insurance coverage provided through Medicare.

16.10.13 Part-time faculty members receiving health benefits under this Article who do not receive a qualifying assignment in the immediately subsequent semester may continue their participation in this plan under the provisions of COBRA by paying 100% of the group rate during those coverage periods plus the COBRA administrative fee.

16.10.14 A plan design option for vision and dental HMO benefits will be made available to eligible part-time faculty during open enrollment. To be eligible part-time faculty need to have an assignment during the six-month coverage period. Plan costs, as provided by the carrier, can be purchased by the member at 100% of the cost and be deducted through payroll deduction or paid in full at the beginning of the semester in the event that the member's pay will be insufficient to cover the required payments. The coverage periods for participating part-time faculty members shall be six (6) months in duration commencing January 1st and July 1st of each calendar year. Vision and dental coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period. If during the subsequent six-month period, the member does not have an assignment the member may continue their participation in this plan under the provisions of COBRA by paying 100% of the group rate during those coverage periods plus the COBRA administrative fee.

16.10 Part-time Faculty Healthcare

Beginning Spring 2023 open enrollment period, the District will contribute to part-time faculty health benefits for participants who enrolled and qualified during the Open Enrollment Period in accordance with this article and the provisions set forth in Education Code section 87861. If the cost to the District exceeds \$800,000 annually receives less than 100% reimbursement from the State for its medical premiums and reimbursement expenses under this program the parties shall reopen negotiations on the provisions in this article. In the event that this Article is reopened pursuant to this provision, the District agrees to fund up to \$800,000 annually for part-time benefits until a mutual agreement is reached.

16.10.1 A part-time faculty member whose teaching assignment equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time teaching assignment (as defined by Education Code Section 87861) is eligible to receive full medical insurance benefits equal to the benefits provided to full-time faculty as listed in Section 16.1. Faculty eligibility is calculated at 40% load for the current semester or averaged at least 40% in the current and previous semester.

16.10.1.1 Part-time faculty who have previously qualified for benefits, and who subsequently fall below a forty percent (40%) assignment for a semester may remain in the benefits program for up to two semesters.

16.10.2 In no event shall a part-time faculty member pay more than the actual individual premium paid by full-time faculty in the District. Medical employee contributions paid by part-time faculty shall not be more than the medical employee contributions paid by full-time faculty in the District.

16.10.3 No part-time faculty member or dependents whose premiums for health insurance are paid by an employer other than a community college district is eligible to participate in the program established pursuant to this article (as defined by Education Code Section 87864)

16.10.4 If a multidistrict part-time faculty member (defined by Education Code Section 87861 as one whose total teaching assignments at two or more community college districts equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time teaching assignment) individually purchased health insurance benefits (including 2-party or family coverage), the faculty member shall be reimbursed, for the District's proportionate share of their total health insurance premium of the maximum of the full cost of the District's most commonly subscribed plan if not purchasing a plan of choice directly from the District. Per Education Code Section 87865 (b), the District's proportionate share shall be determined by the following formula:

$$\frac{\text{Total premium paid by the multidistrict part-time faculty member}}{\text{Total number of community college districts in which the multidistrict part-time faculty member works}} \times \text{Percentage of health care cost paid by the District toward the total cost of the health insurance premium}$$

16.10.4 A multidistrict part-time faculty member may purchase benefits directly from the District. The District shall reimburse its proportionate share of the

multidistrict part-time faculty member's total health insurance premium as described in 16.10.3.

16.10.5 The District may request reasonable documentation from a multidistrict part-time faculty member once per benefit period to verify (1) the cumulative teaching assignment is equal to or greater than 40% at time of the District's calendared census dates for each semester and (2) enrollment in a health insurance plan and the amount of the premium.

16.10.640 The coverage periods for participating part-time faculty members shall be six (6) months in duration, commencing October 1st and April 1st of each calendar year. Medical coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period. Part-time faculty who experience a qualifying event will be able to enroll at that time within thirty days of the qualifying event. The open-enrollment and coverage periods are as follows:

Fall Semester Open Enrollment: First week in September through the first week in October. The medical coverage period: October through March.
Spring Semester Open Enrollment: Second week in February through the first week in March. The medical coverage period: April through September.

16.10.743 Part-time faculty members receiving health benefits under this Article who do not receive a qualifying assignment in the immediately subsequent semester may continue their participation in this plan under the provisions of COBRA by paying 100% of the group rate during those coverage periods plus the COBRA administration fee.

16.10.844 A plan design option for vision and dental HMO benefits will be made available to eligible part-time faculty during open enrollment. To be eligible part-time faculty need to have an assignment during the six-month coverage period. Plan costs, as provided by the carrier, can be purchased by the member at 100% of the cost and be deducted through payroll deduction or paid in full at the beginning of the semester in the event that the member's pay will be insufficient to cover the required payments. The coverage periods for participating part-time faculty members shall be six (6) months in duration commencing January October 1st and July April 1st of each calendar year. Vision and dental coverage shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period. If during the subsequent six-month period, the member does not have an assignment the member no longer qualifies, they may continue their participation in this plan under the provisions of COBRA by paying 100% of the group rate during those coverage periods plus the COBRA administrative fee.

16.10.9 The District shall charge the employee portion of benefits payments, as outlined in 16.10.8 through payroll deduction in equal payments during each coverage period. In months when the employee is not on payroll, the employee contributions shall be deducted in full from the next paycheck. If the employee does not return to Palomar, the amount of the premium is due in full from the employee.

16.10.10 Part-Time Faculty Medical Employee Premium Reimbursement

The District shall reimburse eligible part-time faculty for employee premiums paid for non-District provided benefits in accordance with Education Code sections 87860-87868. Those seeking reimbursement under this program shall provide the required documentation to Human Resource Services in accordance with the procedures available on the Human Resource Services website.

16.11 Emeritus Faculty Benefits

16.11.1 Emeritus faculty of Palomar College shall be entitled to the following benefits:

- Library borrowing privileges.
- Staff parking pass.
- Athletic event pass.
- Staff discount for performing arts events.
- Retention of their existing Palomar email account, unless otherwise determined by the Vice President of Human Resources based on extenuating circumstances such as existing or anticipated litigation or disciplinary-related matters that would require the issuance of a new email account.
- The opportunity to audit or enroll in up to 6 units per semester at Palomar College, given that there is room available in the class(es).
- The opportunity to teach up to one assignment or .3 load per semester in the discipline they retired from, to be assigned after full-time overload, and before part-time faculty assignments are made. See Article 20.12. Emeriti Emeritus faculty who are teaching are held to the standards for part-time faculty teaching as outlined in Article 20.10.

16.11.2 The above benefits shall be provided by the District at no cost to Emeritus faculty. Emeritus faculty shall be entitled to the above benefits whether or not he or she is they are currently serving in a faculty assignment.

16.12 Full-time and qualifying part-time ECELS Teachers (see Appendix L) will receive the following employee benefits as described above.












TA Article16 1.11.2023


Final Audit Report

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