

Master Benefits Agreement: Tentative Agreements for 2017 thru 2019 contracts.

MBA	CHANGES
<p>Cover Page</p>	<p>Master Benefits Agreement Between The Los Angeles Community College District And The Los Angeles College Faculty Guild, AFT Local 1521, the AFT College Staff Guild, Los Angeles, AFT Local 1521A, the Los Angeles City and Counties School Employees Union, SEIU Local 99, the Los Angeles/Orange Counties Building and Construction Trades Council, <u>The Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911</u>, and the Supervisory Employees Union, SEIU Local 721</p> <p>Regarding Hospital-Medical, Dental, Vision Group Coverage, Group Life Insurance Coverage, and the District's Employee Assistance Program/Wellness Services</p> <p>The Los Angeles Community College District (the "District") and the exclusive representatives of the District's employees (the Los Angeles College Faculty Guild, AFT Local 1521; the AFT College Staff Guild, Los Angeles, AFT Local 1521A; the Los Angeles City and County School Employees Union, SEIU Local 99; the Los Angeles/Orange Counties Building and Construction Trades Council; <u>The Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911</u>, and the Supervisory Employees Union, SEIU Local 721 hereinafter collectively referred to as the District's "Exclusive Representatives") agree to the following provisions regarding the District's Health Benefits Program, group life insurance coverage and employee assistance program. This agreement is intended to replace all existing agreements between the parties on the subject of the District's Health Benefits Program as defined in this agreement, as well as the District's group life insurance coverage and employee assistance program/wellness services, and for that reason shall, notwithstanding anything to the contrary in any of the individual agreements between the District and its Exclusive Representatives, entirely supersede all previously negotiated agreements between the parties with respect to those subjects</p>
<p>I A pa 2 Subscript</p>	<p>1For this section 'Active Employees' does not include less than half time (0.5) part-time temporary faculty and temporary adjunct faculty. They are covered in section II.</p>
<p>I, 4, d, i</p>	<p>i. Any employee who is enrolled in a closed panel plan and who changes his or her permanent residence to a location that is outside the service area of the plan may, by submitting a timely application to CalPERS, via the District, change his or her enrollment to a plan that provides service in the area of his or her new permanent residence without a break in coverage. To be timely, the application for a change in enrollment must be received by the District within <u>sixty</u> ninety (60) days after the employee established his or her new permanent residence.</p>
<p>I A 6</p>	<p>6. Payment of Premiums During Unpaid Leaves. Eligible employees who have been granted an unpaid leave of absence and <u>thus</u> are not entitled to the District's contribution towards the premium costs of the plans in which they and their dependents are enrolled <u>can</u> may continue to receive benefits under the Health Benefits Program by establishing a direct payment between the employee and the health plan provider for the period of the leave.</p>

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I 12 D	<i>List of the 403b vendors and enrollment forms available through our District can be found at www.403bcompare.com or via a link on the District's web site.</i>
I 12 E	E. Health Reimbursement Arrangements (HRAs). The District shall continue its HRAs under IRC Section 105 for eligible, benefited active employees and early retirees (under age 65). The District's contributions will be <u>\$1500 for plan year 2018, \$1500 for plan year 2019, and \$1500 for plan year 2020. The current agreed upon HRA benefit will end with plan year 2020. The District and Joint Labor Caucus agree that the HRA will not be automatically renewed but will be subject to re-negotiation in subsequent contracts.</u>
II A 1 c	c. Have completed at least a <u>0.2</u> FTE part-time temporary faculty member or temporary adjunct faculty position in the District during three or more semesters out of the <u>previous eight consecutive semesters.</u>
II A 1 d	d. Participate in the District's "premium only plan" (POP) under the terms of Internal Revenue Code Section 125, so that the employee's contribution to the District sponsored hospital/medical, vision, and dental group plans will be deducted, pre-tax, from salary warrants. The amounts of the employee's contribution toward the premiums, for the hospital/medical plans, along with any possible premiums for vision, and dental group plans paid for by the employee, must not exceed <u>s</u> his or her net take home pay each month, otherwise the employee is not eligible to participate in or continue to participate in the POP <u>plans.</u>
II A 1 e	<p>e. District Contribution. If criteria a-d above is met, the District will contribute as follows:</p> <p>Medical. For plan years 201<u>85</u>, 201<u>96</u> and 201<u>720</u>, the District's monthly contribution will be an amount equal to 50% % of the mathematical average of the single-party monthly premium of the five most utilized medical plans for the Los Angeles area offered by CalPERS excluding PERSCare PPO<u>s</u>, <u>plus \$50 dollars per month in plan year 2018, \$60 dollars per month in plan year 2019, and \$70 dollars per month in plan year 2020.</u> Beginning in plan year 201<u>57</u>, the District's monthly contribution in the new plan years 201<u>58</u>, 201<u>69</u> and 201<u>720</u> shall not exceed 110% of the prior year<u>-</u> <u>excluding the specified "plus" dollar amounts from above.</u> The District's contribution may be used toward the total monthly cost of the part-time temporary faculty member or temporary adjunct faculty member's individual, two-party or family medical premium only.</p> <p>Vision. In addition to being eligible for the above medical benefits, a temporary adjunct faculty member who satisfies the criteria in II.A.1.a-d and, further, who is assigned to a <u>0.50</u> or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards vision care benefits. The District will pay the full amount of the VSP single-party premium, for each eligible temporary adjunct faculty member. For plan years, 201<u>85</u>, 201<u>96</u> <u>and 2020</u><u>9</u>, the District's contribution will be equal to the VSP single-party premium for the respective plan year<u>-</u> <u>but shall not exceed 110% of the prior year's contribution.</u> If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct as condition of receiving the District's contribution towards the vision benefit.</p> <p>Dental. In addition to being eligible for the above medical and vision benefits, a part-time temporary faculty member or temporary adjunct faculty member who satisfies the criteria in II.A.1. a-d and, further, who is assigned to a <u>0.50</u> or higher FTE temporary adjunct faculty load in the District is eligible for a District contribution towards dental benefits.</p> <p>The District will pay 50% of the full amount of the dental single-party premium, for each eligible temporary adjunct faculty member. For plan years 201<u>85</u>, 201<u>96</u> and 20<u>20</u><u>19</u>, the District's contribution will be 50% of the full amount of the dental single-party premium for the respective plan year but shall not exceed 110% of the prior year's contribution. If the District's contribution does not fully pay for the required monthly premium, the balance shall be paid by the participating adjunct faculty member as a</p>

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<p>II A 1 f h</p>	<p><u>h. For plan years 2018, 2019, and 2020 only, when an adjunct faculty member gains eligibility and buys into a POP plan, that years' medical premium district payment will be maintained for the remainder of that plan year regardless of any subsequent loss of eligibility. In the event that the adjunct faculty member has an insufficient salary warrant to cover the employee portion of the premium costs the employee shall pay the District the remaining premium amount including a 2% administrative fee to continue to participate in the POP plan. Failure by the faculty member to pay any of the monthly premiums will result in loss of eligibility and coverage.</u></p>
<p>II A 1 h i</p>	<p>i h. If any provision herein regarding the POP conflicts with the Internal Revenue Code, the latter will prevail and the conflicting provision will be nullified.</p>
<p>II A 2 a</p>	<p>a. To receive medical or vision plan coverage under this Agreement, an eligible part-time temporary faculty member or temporary adjunct faculty member must, in advance and in accordance with applicable District procedures, agree to participate in the POP for a period of a plan year, contingent upon verification of continued eligibility, and pay the balance of the premium, minus the District contribution (if any) as defined in section II.A.1.e of this article. towards the required premium.</p>
<p>II A 3</p>	<p>3. Extension of Coverage. Any extension of coverage, at the adjunct faculty member's own expense, subsequent to termination (non-retirement) of employment with the District, shall be in accordance with applicable state and/or federal law. <u>COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Once an employee who has enrolled in a plan under the Health Benefits Program becomes qualified for COBRA benefits, the District shall ensure that he/she is given the opportunity to continue coverage under the Health Benefits Program pursuant to COBRA in the manner prescribed by federal law. (CalPERS does not administer payments to COBRA).</u></p>
<p>II A 4 B</p>	<p>B. Health Benefits for Part-time Temporary Faculty Retirees & Temporary Adjunct Faculty Retirees under CalPERS Health Care Plans. <u>AB 528 Health Plans: Rights of retired certificated employees to enroll in health and dental plans offered to active certificated employees; Education Code Section: 7000 – 7008.</u> The following guidelines sets forth the requirements of eligibility, enrollment, and limitations of the District "Ab 528" health plans.</p> <p>Eligible part-time temporary faculty retirees & temporary adjunct retirees and their eligible dependents and survivors, not otherwise eligible for District-paid retiree health benefit coverage, shall have the right to participate in the CalPERS Health Care Program available to them as active part-time employees, subject to the terms and conditions of this Agreement and CalPERS resolutions. Nothing in this Agreement, however, shall be construed as conveying any vested right to any particular plan, plan design, or plan component. The terms of the CalPERS Health Care Program, as well as the plans available under the Program remain subject to alteration by action of CalPERS, the or the JLMBC any future agreement between the District and its Exclusive Representatives.</p>

<p>II A 4 <u>1,2,3</u></p>	<p><u>1. Eligibility Certificated retirees of the Los Angeles Community College District who have retired from any public employee retirement system may be covered.</u></p> <p><u>a. Retirees and their spouse, or the surviving spouse of a retiree, shall be eligible for participation. Children are not eligible for coverage. A new spouse, upon remarriage of a surviving spouse, is not eligible for this benefit.</u></p> <p><u>b. Retirees are eligible for participation in health and dental plans offered by the District.</u></p> <p><u>c. Retirees must enroll within 30 days of retirement from the District. Retirees who fail to enroll in the AB 528 plan upon retirement shall not be eligible to enroll at a later date, except as follows: Should a retiree have health coverage elsewhere, and subsequently lose that coverage, he/she may enroll in the AB 528 plan with 31 days of losing said coverage. The retiree must provide documentation to substantiate loss of coverage</u></p> <p><u>2. Guidelines</u></p> <p><u>a. Upon retirement and notification of discontinuance of benefits, retiree may contact the Health Benefits Unit (HBU) and complete appropriate enrollment documents for health care, no later than 30 days after retirement.</u></p> <p><u>b. Retiree shall remit premium payments to the Accounting Department at least one month in advance. Payments shall be made in monthly. Failure to pay premium by the due date shall result in immediate cancellation on the last day of the month for which coverage has been paid.</u></p> <p><u>c. Each year there shall be held an open enrollment period during which the retiree and/or surviving spouse may change health plans. Retirees shall be notified by mail of the open enrollment period and new plan rates by the HBU.</u></p> <p><u>d. Coverage will continue indefinitely as long as full premiums are paid.</u></p> <p><u>3. LIMITATIONS</u></p> <p><u>a. Retirees may select both medical and dental coverage, or they may select medical coverage only. A retiree may not select dental coverage only.</u></p> <p><u>b. A retiree will not be allowed to reenroll in the AB 528 plan once coverage has been terminated. If a retiree has other coverage upon retirement and later loses that coverage, then he/she may enroll in AB 528 within 30 days of losing said other coverage.</u></p> <p><u>c. Children of a retiree are not eligible for coverage in the AB 528 plan. A new spouse, upon remarriage of a surviving spouse, is not eligible for coverage in the AB 528 plan.</u></p>
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<p>II A 2 4</p>	<p>4. 2 A part-time faculty retiree who continues to be employed in active service for the District is eligible for the District health premium contribution detailed in II.A.1.e as long as he/she continues to meet the eligibility criteria for health benefits coverage as specified in II.A.1.a-d and is not eligible for District coverage under a different status. An eligible part- time faculty retiree is one who <u>has retired</u> held a qualifying position under paid service immediately prior to retiring from District service under the rules of the California State Teachers Retirement System (CalSTRS) DB or CB plans, the California Public Employees Retirement System (CalPERS), or the Public Agency Retirement System (PARS) and who is receiving a retirement allowance from that system and who will have rendered “paid service” to the District in a “qualifying position” for thirty-five or more years immediately preceding his or her retirement.</p>
<p>IV B</p>	<p>B. The Committee shall be composed as follows:</p> <p>District: one voting and one non-voting District Member appointed by the Chancellor (If one member is absent, the member present shall be the voting member);</p> <p>Employees: six Employee Members, one appointed by each of the exclusive representatives (If the one member from any unit is absent, a substitute member from the unit who is present shall be the voting member);</p> <p>Committee Chair: an additional voting faculty member who shall serve as chair, nominated by the president of the Los Angeles College Faculty Guild and confirmed by a simple majority of the regular voting members of the Committee. The chair shall work jointly with the management member or designee to develop the monthly JLMBC agenda. The agenda will be posted and made available to JLMBC members at least three days prior to each JLMBC meeting. The District shall grant the chair of the committee at least 0.2 FTE reassigned time to perform the duties of that assignment. The faculty co-chair may make an annual request to the District for an additional 0.2 FTE reassigned time to complete specified projects recommended by the JLMBC.</p>
<p>VI</p>	<p>VI. JLMBC Task Force</p> <p>Upon ratification of the July 1, 2014 through June 30, 2017 Master Benefits Agreement, the parties agree to form a task force of the JLMBC. The purpose of the task force will be to:</p> <ol style="list-style-type: none"> 1. explore the feasibility of initiating a wellness incentive program 2. examine more effective policies for a health benefits program for adjunct faculty 3. explore opt out options for employees with dual medical coverage <p>The task force will release its initial findings to the JLMBC no later than December 31, 2015.</p>
<p>VII</p>	<p>VI. Term of Agreement</p> <p>This agreement shall cover the period of July 1, 2014-<u>2017</u> through June 30 2017 <u>2019</u>.</p>

Legend:

- Un-highlighted or underscored = Existing contract language or instructions
- Strikeout = Deleted language
- Red & underscored** = Added language

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Tentative Agreement

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Between

The Los Angeles Community College District

And

The Los Angeles College Faculty Guild, AFT Local 1521, the AFT College Staff Guild, Los Angeles, AFT Local 1521A, the Los Angeles City and Counties School Employees Union, SEIU Local 99, the Los Angeles/Orange Counties Building and Construction Trades Council, The Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911, and the Supervisory Employees Union, SEIU Local 721

Regarding

Hospital-Medical, Dental, Vision Group Coverage, Group Life Insurance Coverage, and the District's Employee Assistance Program/Wellness Services

Dr. Albert Roman
Chief Negotiator, LACCD

Date

William Elarton-Selig
Chief Negotiator, LACCD Labor Caucus

Date